



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

**Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich**  
*Commissioners*

**Sean Rogan**  
*Executive Director*

June 17, 2014

Honorable Board of Commissioners  
Community Development Commission of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

5-D June 17, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE THE PURCHASE OF A LASERFICHE SOFTWARE, RECORDS  
MANAGEMENT FROM LASERFICHE, AND RELATED HARDWARE FROM CDW  
GOVERNMENT LLC  
(ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: ( X ) APPROVE**

**SUBJECT**

This letter is requesting approval of a Contract with Laserfiche for Rio Enterprise Content Management software for the Community Development Commission. This letter is also requesting approval to purchase related hardware from CDW Government LLC. The new software and hardware will meet all records management needs throughout the organization.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval of a Contract with Laserfiche is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or his designee, to execute, amend, and, if necessary, terminate a Contract and all related documents with Laserfiche for Rio Enterprise Content Management (ECM) software, in the amount of \$378,972 included in the Community Development Commission's (Commission) approved Fiscal Year (FY) 2013-2014 Budget for this purpose.

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& Better Neighborhoods**



3. Authorize the Executive Director, or his designee, to extend the Contract by up to four additional years, for software license support maintenance and records management professional services, at a cost of \$343,348 for year two, \$289,473 for year three, and \$93,348 per year for years four and five.
4. Authorize the Executive Director, or his designee, to use up to a ten percent contingency of \$119,849 for unforeseen costs as needed; the total maximum Contract sum for all five years and the ten percent contingency is \$1,318,338.
5. Authorize the Executive Director, or his designee, to execute a purchase order with CDW Government LLC (CDWG), in the amount of \$131,333, for hardware related to the Commission's records management implementation, and to allow up to a ten percent contingency of \$13,133 for unforeseen costs as needed; the total maximum purchase amount will not exceed \$144,466.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to purchase the Laserfiche Rio software solution through Laserfiche to meet the Commission's document imaging needs. The Commission has outgrown the current version of its Laserfiche imaging software solution due to technology changes and data growth. The Commission's imaging document methodology requires restructure, including Active Directory, workflows, security and retention policy, and filing location structure. The Laserfiche Rio Enterprise Content Management (ECM) software provides the strategies, methods and tools used to capture, manage, store, preserve, and deliver content and documents related to organizational processes. By combining comprehensive ECM functionality with Business Process Management (BPM), security and auditing tools, Laserfiche Rio will provide the Commission with a solid ECM infrastructure.

#### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund. If fully extended, the total five year cost will be \$1,462,804, which includes the software and records management implementation services, as well as hardware and support maintenance and a ten percent contingency. The first year's expense is included in the Commission's approved Fiscal Year 2013-2014 budget, and funds for future years will be included in the annual budget approval process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Contract will become effective the day after Board approval and will continue for the initial term of one year. At the end of the initial term, the Agreement may be extended, for up to four additional option years.

The Contract contains all latest applicable Board mandated provisions, including those pertaining to contractor responsibility and debarment, Child Support program, consideration of hiring qualified GAIN/GROW participants, and the Safely Surrendered Baby Law.

The Contract also contains certain applicable information technology provisions to protect the Commission, via example, intellectual property indemnification as well as warranties.

As a result of the negotiations, the parties agreed to the following deviations from the Commission standard or preferred contract provisions:

1. Disclaimer of Warranties – the Contract provides for industry standard disclaimer that limits the warranties to those specifically identified anywhere in the Agreement.
2. Indemnification, Insurance, and Limitation of Liability – the Commission and Laserfiche have agreed to minor revisions to the standard Commission provisions, all with the consent from the Commission's Risk Management department. In addition, if Laserfiche is partially responsible for liability, the principles of comparative equitable indemnification shall apply. Third Party Indemnification is capped at the previous twelve months of Contract payments, plus the full coverage of Laserfiche's insurance.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A). The Contract and Statement of Work have been reviewed by County Counsel, and are attached in substantially final form (Attachment B).

### **ENVIRONMENTAL DOCUMENTATION**

Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

### **CONTRACTING PROCESS**

The Laserfiche Rio software and records management services will be purchased under General Services Administration (GSA) Information Technology (IT) Schedule 70 – innovative information technology products, services and solutions, Contract # GS-35F-

0435P. The GSA was a formal Request for Proposals led by the U.S. General Services Administration, and awarded in November 17, 2013 to offer the lowest prices possible for state and local governments to use Federal Supply Schedules to acquire automated data processing equipment, software, supplies, support equipment, and services.

The related records management hardware will be purchased from CDWG under the National Intergovernmental Purchasing Alliance (National IPA) Technology Solutions Agreement (#130733). The National IPA Technology Solutions Agreement was a formal Request for Proposals led by the City of Tucson, Arizona's Department of Procurement, and awarded in May 2013 to offer the lowest prices possible for state and local government entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit customers in the United States. The City of Tucson, as the Principal Procurement Agency, has partnered with National IPA to generate the resultant Master Agreement (Cooperative Agreement). The Commission reviewed the procurement process performed by the City of Tucson and determined compliance with the Commission's procurement requirements and 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services.

#### **IMPACT ON CURRENT SERVICES AND PROJECTS**

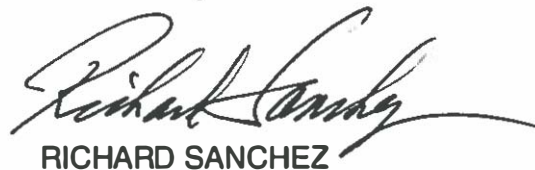
The purchase of the Laserfiche Rio software will improve the efficiency of Commission business processes and maximize the return on the Commission technology investments. The Rio software will share and enforce best practices by automating manual processes, including content classification and filing, build a common, enterprise-wide ECM infrastructure.

Respectfully submitted,



SEAN ROGAN  
Executive Director  
COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES

Reviewed by:



RICHARD SANCHEZ  
Chief Information Officer  
COUNTY OF LOS ANGELES

SR:MF:mr

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel



RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER:

**CA14-11**

DATE:

**5/30/2014**

SUBJECT:

**APPROVE THE PURCHASE OF A LASERFICHE SOFTWARE,  
RECORDS MANAGEMENT FROM LASERFICHE, AND RELATED  
HARDWARE FROM CDW GOVERNMENT LLC**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☐ Sole Source

☐ Amendment to Contract #: Enter contract #.

☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software

☒ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Sean Rogan, Executive Director, Community Development Commission

Description: Community Development Commission (CDC) is requesting approval for a contract with Compulink Management Center, Inc. for its Laserfiche Rio Electronic Content Management software, plus professional services for its installation. In addition, CDC is requesting approval for the purchase of computing hardware from CDW Government LLC on which to operate the Rio Software.

Contract Amount: \$1,462,804

Funding Source: U.S. Department of Housing and Urban Development (HUD)  
included in Fiscal Year (FY) 2013-14  
Adopted Budget

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded:

**Strategic and  
Business Analysis**



PROJECT GOALS AND OBJECTIVES:

CDC is upgrading its Electronic Content Management (ECM) software from Laserfiche Avante ECM software to Laserfiche Rio ECM software. CDC's content and data growth now require an enterprise ECM platform that increased content classification, and business process flexibility.

BUSINESS DRIVERS:

The new Rio ECM software will provide CDC with a more robust ECM infrastructure, including increased configurable business process management, workflow, security, and auditing capabilities.

	<p><b>PROJECT ORGANIZATION:</b></p> <p>The project has defined Deliverables within CDC's Scope of Work (SOW) for the installation of new Laserfiche Rio ECM software.</p> <hr/> <p><b>PERFORMANCE METRICS:</b></p> <p>CDC's SOW has milestones with Deliverables and defined acceptance criteria for successful completion of the implementation.</p> <hr/> <p><b>STRATEGIC AND BUSINESS ALIGNMENT:</b></p> <p>The Laserfiche Rio implementation supports the County's Strategic Plan Goal 1, Operational Effectiveness. It is also in alignment with CDC's business objectives, and CIO's Strategic Directions – specifically in the area of more effective constituent services.</p> <hr/> <p><b>PROJECT APPROACH:</b></p> <p>The Laserfiche Rio ECM software will be implemented by Laserfiche with set Deliverables specified within CDC's SOW.</p> <hr/> <p><b>ALTERNATIVES ANALYZED:</b></p> <p>Laserfiche is CDC's ECM software solution. The Laserfiche Rio software was selected via the General Services Administration (GSA) Information Technology (IT) Schedule 70 – innovative IT products, services and solutions, Contract #GS-35G-0153M awarded November 17, 2013. The hardware for the project will be purchased via the National Intergovernmental Purchasing Alliance (National IPA) Technology Solutions Agreement awarded May 2013.</p>														
<b>Technical Analysis</b>	<p><b>ANALYSIS OF PROPOSED IT SOLUTION:</b></p> <p>The Deliverables for the Contract are: (1) Project plan for the upgrade and implementation; (2) Upgrade to the Laserfiche Rio Software; and (3) Implement records management for 14 units within CDC/Housing Authority.</p>														
<b>Financial Analysis</b>	<p><b>BUDGET:</b></p> <p><b>Contract costs</b></p> <p>One-time costs:</p> <table> <tr> <td>Software Costs .....</td> <td>\$ 378,972</td> </tr> <tr> <td>4 Yrs Support/Services ...</td> <td>\$ 819,517</td> </tr> <tr> <td><b>Sub-total Contract Costs:</b></td> <td><b>\$ 1,198,489</b></td> </tr> <tr> <td><b>Pool Dollars: .....</b></td> <td><b>\$ 119,849</b></td> </tr> <tr> <td><b>Total contract costs:</b></td> <td><b>\$ 1,318,338</b></td> </tr> </table> <p><b>Purchase Order costs</b></p> <p>One-time costs:</p> <table> <tr> <td>Hardware Costs .....</td> <td>\$ 131,333</td> </tr> <tr> <td><b>Sub-total Purchase Costs:</b></td> <td><b>\$ 131,333</b></td> </tr> </table>	Software Costs .....	\$ 378,972	4 Yrs Support/Services ...	\$ 819,517	<b>Sub-total Contract Costs:</b>	<b>\$ 1,198,489</b>	<b>Pool Dollars: .....</b>	<b>\$ 119,849</b>	<b>Total contract costs:</b>	<b>\$ 1,318,338</b>	Hardware Costs .....	\$ 131,333	<b>Sub-total Purchase Costs:</b>	<b>\$ 131,333</b>
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	<p><b>Pool Dollars: ..... \$ 13,133</b></p> <p><b>Total Purchase Order costs: \$ 144,466</b></p> <p>The total funding required is \$1,462,804. Funding is provided by HUD and is included in CDC's FY 2013-14 Adopted Budget and will be included in future FY budgets.</p>
<b>Risk Analysis</b>	<p><b>RISK MITIGATION:</b></p> <p>CDC will need to carefully monitor the restructuring of its Active Directory, workflows, security and retention policy, and filing location structure to ensure successful implementation.</p> <p>The Chief Information Security Officer (CISO) reviewed this Contract and did not identify any IT security or privacy related issues.</p>
<b>CIO Approval</b>	<p><b>PREPARED BY:</b></p> <div style="text-align: center;">         _____        James Hall, Sr. Associate CIO     </div> <div style="text-align: right;"> <u>6-3-14</u>        Date     </div> <hr/> <p><b>APPROVED:</b></p> <div style="text-align: center;">         _____        Richard Sanchez, County Chief Information Officer     </div> <div style="text-align: right;"> <u>6-3-14</u>        Date     </div>

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

## **CONTRACT FOR LASERFICHE RIO UPGRADE AND RECORDS MANAGEMENT IMPLEMENTATION SERVICES**

This Contract is made and entered into this \_\_\_\_ day of June 2014, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Compulink Management Center, Inc., a California corporation (DBA Laserfiche), hereinafter referred to as "Contractor."

### **RECITAL**

#### **1. PURPOSE**

The Contractor is in the business of providing needed implementation of records management across 14 business units, in addition to the Laserfiche Rio Upgrade and services required to do so. The Contractor was awarded a contract as allowed under cooperative purchasing program for state and local municipal governments set forth in 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services, referencing General Service Administration (GSA), Information Technology (IT) Schedule 70 - innovative information technology products, services and solutions, Contract Number GS-35F-0435P. If there is any conflict between the terms and conditions, the Attachment F - Laserfiche End User License Agreement, Attachment G - Laserfiche LSAP Terms and Conditions of this contract and the terms and conditions of the GSA IT Schedule IT and Service Agreement, this Contract shall govern.

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### **TERMS AND CONDITIONS**

#### **2. TERM**

This Contract shall commence on as of the day and year first above written and shall remain in full force and effect for 12 months until \_\_\_\_\_, 2014 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission.

#### **3. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, in substantial compliance with all warranties, attached as Attachment F Laserfiche End User License Agreement, all the work described in the attached Statement of Work, Attachment A.

#### **4. COMPENSATION**



The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Three Hundred Seventy-Eight Thousand Nine Hundred Seventy-Two and 0/100 Dollars (\$378,972.00) for the first year and the total amount of compensation under this Contract will not exceed Three Hundred Seventy-Eight Thousand Nine Hundred Seventy-Two and 0/100 Dollars (\$378,972.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract, but Contractor will be entitled to payment for outstanding services and reimbursements for expenses before termination. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice, but such notice must be given to Contractor at least 30 days before termination of this Contract due to non-appropriation of funding.

## **6. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's

performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **7. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor, provided that the assignment by the Commission does not increase the scope of work required by Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **10. INSURANCE**

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as

they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

***Compulink Management Center, Inc. (DBA Laserfiche)***

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

Notwithstanding the foregoing requirements, if the Commission accepts the form of Contractor's Certificate of Insurance and the coverages provided as set forth on the Certificate, the Commission will not thereafter object to the adequacy of Contractor's insurance coverage unless Contractor either reduces its policy limits below the amounts set forth in Sections 10.A through 10.D below or eliminates a coverage or makes a material change in its policies so that the risk to the Commission of an uninsured or underinsured loss is materially increased.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate .....	\$2,000,000
Products/Completed Operations Aggregate .....	\$2,000,000
Personal and Advertising Injury .....	\$1,000,000
Each Occurrence.....	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit .....	\$1,000,000
Disease-each employee.....	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, appropriate to the professional's profession in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Commission to eliminate this professional liability insurance requirement.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

## **11. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

If Contractor is only partially responsible for, or the cause of, a Liability for which the Commission demands indemnification, Contractor's liability to indemnify or defend the Commission will be based on principles of comparative equitable indemnification. Therefore, the Liability will be equitably apportioned to Contractor based on Contractor's proportionate share of responsibility for the total damages suffered by the injured party.

Contractor will not be required to indemnify the Commission against a Liability if, or to the extent that, the Liability is caused by or results from: (a) the Commission's use of Laserfiche® software after Contractor notifies the Commission to discontinue running it due to the risk of such a Liability; or (b) the combination of Laserfiche® software with a non-Laserfiche® software product, data, or business process; or (c) the modification, alteration, integration, or reconfiguration of Laserfiche® software, except when performed by Contractor; or (d) any event, or any conduct, act or omission by others, that is determined by a court or an arbitration to be outside Contractor's reasonable control.

### **a. Third Party Indemnification – Intellectual Property**

Contractor shall indemnify, defend, and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Application Software (collectively referred to for purposes of this Paragraph 11(a) as "Infringement Claim(s)").

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Commission shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, Commission shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from (i) Commission's use of a previous version of the Laserfiche Software, and the claim would have been avoided had Commission used the current version of the Laserfiche Software; (ii) Commission's combining the Laserfiche Software with devices or products not intended or approved by Contractor; (iii) use of the Laserfiche Software in applications, business environments or processes for which the Laserfiche Software was not designed or contemplated, and where use of the Laserfiche Software outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that Commission made to the Laserfiche Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement; (v) use of the Laserfiche Software by any person or entity other than Users; or (vi) Commission's willful infringement, including Commission's continued use of the infringing Laserfiche Software after Commission becomes aware that such infringing Laserfiche Software is or is likely to become the subject of a claim hereunder.

Contractor shall, at its option and at no cost to Commission, as remedial measures, either: (i) procure the right, by license or otherwise, for Commission to continue to use the Laserfiche Software or affected component(s) thereof, or part(s) thereof, to the same extent of Commission's License; or (ii) replace or modify the Laserfiche Software or component(s) thereof with another software or component(s) of at least equivalent quality and performance capabilities, as mutually determined by Commission and Contractor, until the Laserfiche Software and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively "Remedial Act(s)"). The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to the subject matter hereof.

If Contractor fails to complete the Remedial Acts described in this section above, then County may terminate this Agreement for default pursuant to Paragraph 14 (Termination for Cause).

## **12. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's

compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

### **13. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

### **14. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of



Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may

terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

**19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and

remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**28. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of

debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.



- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

### **34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

### **35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**40. NOTICES**

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: **Sean Rogan, Executive Director  
Community Development Commission of the  
County of Los Angeles**

700 W. Main Street  
Alhambra, CA 91801

The Contractor: **Lynn Tagami, Vice President of Operations**  
Laserfiche  
3545 Long Beach Blvd.  
Long Beach, A 90807

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions

comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**44. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**46. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

**47. ENTIRE CONTRACT**

This Contract with Attachments A through G constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

A. Statement of Work

- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices
- E. Insurance Certificate
- F. Laserfiche End User License Agreement
- G. Laserfiche LSAP Terms and Conditions

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## SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sean Rogan  
Executive Director

LASERFICHE

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Lynn Tagami  
Vice President of Operations

By \_\_\_\_\_  
Behnaz Tashakorian  
Deputy County Counsel

APPROVED AS TO PROGRAM:  
ADMINISTRATIVE SERVICES DIVISION

By \_\_\_\_\_  
Matthew Fortini  
Director

# **ATTACHMENT A**

# **STATEMENT OF WORK**

## **ATTACHMENT A** **STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

The Community Development Commission (Commission) and Housing Authority of the County of Los Angeles (Housing Authority) are the County's affordable housing and community development agencies. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

The Commission is seeking Laserfiche Solutions Group (the Contractor to provide Laserfiche Rio Upgrade and Records Management Implementation services.

### **2.0 GENERAL REQUIREMENTS**

- 2.1** The Contractor shall provide a qualified Project Manager with a local office.
- 2.2** The Contractor shall provide lead personnel that can communicate in English.
- 2.3** The Contractor shall upgrade the Commission to the Laserfiche (LF) Rio platform.
- 2.4** The Contractor shall upgrade three LF repositories in use by the Commission to LF 9.
- 2.5** The Contractor's LF Professional Services Group, shall do an assessment of the Commission's requirements and overall upgrade needs.
- 2.6** The Contractor shall provide an overall scope of work and approach for the requirements, project gates (requirements gathering, setup, functionality testing, training, knowledge transfer, go live, stabilization), resources, timeline and cost.
- 2.7** The Contractor shall provide the Rio Upgrade and Records Management projects as two separate projects that will happen in stages with the Rio upgrade starting first, and the Records Management project happening after or in parallel to the Rio Upgrade.

### **3.0 SPECIFIC WORK REQUIREMENTS**

#### **3.1 Overview**

- 3.1.1** The contract will be amended after the Contractor completes the assessment of the Commission's requirements and overall upgrade needs. The cost for completion of the LF Rio Upgrade will be negotiated based on the identified tasks (refer to the Attachment B



– Fee Schedule) and timeframes developed in the Assessment. The amendment of contract will be billed on a time and materials basis and not to exceed forty-five thousand dollars (\$45,000) without prior authorization from the Commission.

- 3.1.2** The Commission shall continue to provide document metadata from PeopleSoft to the LF System.
- 3.1.3** The Commission shall move LF Volumes from one storage location to another within the network.
- 3.1.4** The Commission shall provide remote access to LF Servers via secure VPN.
- 3.1.5** The Commission will allow LF Server to be down during normal business hours to be scheduled and with notification to affected departments
- 3.1.6** The Contractor's LF applications deployed through the LF License Manager must have network connectivity to the server the License Manager is installed on.
- 3.1.7** The Commission will provide the proper Information Technology (IT) resources to help ensure project success.
- 3.1.8** The Commission will provide an Active Directory group that contains a list of all LF users.
- 3.1.9** The Commission will provide the test plans for any workflows to be migrated.
- 3.1.10** The Commission's running instances of all workflows at the time of the production migration will be terminated.
- 3.1.11** The Commission will provide its own documentation to assist in the migration to production.
- 3.1.12** The Commission will perform the migration to production.
- 3.1.13** The Contractor's standard working hours for this project are 6am to 6pm Pacific. Any work required outside of these standard hours will be billed at a higher rate.
- 3.1.14** The Commission's Records Management implementation has been based on the Rough Order of Magnitude. As more thorough requirements gathering is performed for each individual unit, some or all of the Rough Order of Magnitude estimates are subject to change to reflect the new understanding of the Commission's requirements. Any changes in the estimates will require the Commission's review and approval, before proceeding with final Records Management implementation.
- 3.1.15** The Contractor will perform the project in two phases, (1), Upgrade to Rio (2), Deploy Records Management to the 14 business units
- 3.1.16** The Contractor will NOT combine the three separate LF repositories into a single repository as part of this contract.

## **3.2 Resources and Timeline**

- 3.2.1** The Contractor will dedicate the following resources to this project:
  - One Project Manager (PM);

- One Solutions Engineer, dedicated on as needed basis;
- One Technical Engineer, dedicated on as needed basis;

### 3.3 Goals

- 3.3.1** The Contractor shall do an assessment of the Commission's requirements and overall upgrade needs.
- 3.3.2** The Contractor shall deploy LF License Manager.
- 3.3.3** The Contractor shall upgrade test environment to LF 9.0.2 Tasks (Refer to Gate 2 in Section 3.4.5)
- 3.3.4** The Contractor shall upgrade Workflow 8.0 workflows to Workflow 9.
- 3.3.5** The Contractor shall upgrade QuickFields from 8.0 to 9.0.
- 3.3.6** The Contractor shall do a system testing.
- 3.3.7** The Contractor shall upgrade Web Access and Web Link
- 3.3.8** The Contractor shall implement records management across the Commission's fourteen (14) business units.
- 3.3.9** The Contractor shall complete all tasks as provided in Exhibit 1 and referencing the Fee Schedule, Attachment B.

### 3.4 Phase 1: Rio Software Upgrade Gates

- 3.4.1** The Contractor has adopted a formal methodology to implementing LF software solutions, which involves guiding the project through a series of clearly defined **gates**.
- 3.4.2** The Contractor's **Best Practice** for the Commission is the option of modifying its implementation methodology, by adding, removing, or altering gates, but note that, in experience, significant variation from the Contractor's methodology leads to problems.
- 3.4.3** The Contractor has created the following timeline for reference. A high-level view of the tasks and timeline required to complete the project is provided by the "Gates" below, further detail will be provided in the Microsoft Project Plan after the requirements gathering has been completed. Please note that this timeline is subject to change due to: the scope of the project being altered after the requirements gathering or any changes in the resources the Commission and the Contractor might provide.

Task Name	Work	Start	Finish	Predecessors
Gate 1 - Requirements Gathering	24 hrs	Mon 7/7/14	Wed 7/16/14	
Gate 2 - Infrastructure Setup	72 hrs	Thu 7/17/14	Tues 8/19/14	1
Gate 3 - The Contractor Functionality Testing	24 hrs	Tue 8/19/14	Fri 8/29/14	2

Gate 4 – The Commission Functionality Testing	24 hrs	Fri 8/29/14	Wed 9/10/14	3
Gate 5 - User Training, Knowledge Transfer & Hand Over	16 hrs	Wed 9/10/14	Wed 9/17/14	4
Gate 6 – “Go Live”	8 hrs	Wed 9/17/14	Mon 9/22/14	5
Gate 7 - Stabilization	32 hrs	Mon 9/22/14	Mon 10/6/14	6

**3.4.4** The Contractor will install the LF Rios software. All LF software, as installed and deployed, is licensed subject to the terms and conditions of LF standard Software End User License Agreement (EULA), attached as Attachment F.

### **3.4.5 Gate 1: Requirements Gathering**

3.4.5.1 The Contractor will conduct a series of meetings and interviews with the Commission, during which the Commission will explain their requirements to the Contractor in detail. The Contractor will document the Commission requirements, and, when necessary, pose questions.

3.4.5.2 The Contractor recommends the following:

- The Commission be fully prepared to present *final* requirements to the Contractor (i.e., requirements should not be “in flux”);
- The Commission be prepared to discuss technical infrastructure details, including how many environments should be created, how many Commission servers will be needed, and the overall system topology; the Contractor will provide detailed hardware and system topology recommendations;
- All necessary Commission personnel be in attendance for all meetings;
- The Commission be prepared to identify which Commission personnel will play the following roles in the project:
  - **Project Owner:** The Commission leader(s) of the project; the ultimate decision maker(s)
  - **IT Administrator:** The Commission personnel responsible for assisting the Contractor with all IT-related tasks (e.g., granting the Contractor

access to the Commission servers, helping the Commission install and setup the Commission servers)

- **Non-technical Subject Matter Expert:** The Commission personnel who best understand the system's business-level functionality requirements

**Note:** Multiple people may play the same role. One person may play multiple roles.

3.4.5.3 The Contractor will after all requirements gathering sessions have been completed, deliver to the Commission a formal document detailing the requirements. The Commission should closely review this document, and inform the Contractor if any changes should be made. Both the Contractor and the Commission should formally agree upon the document for the project leaves Gate 1.

3.4.5.4 The Contractor will in addition to the requirements gathering document, provide to the Commission a formal Microsoft Project plan, identifying the project's schedule. The Contractor and the Commission should formally agree on this plan before proceeding past Gate 1. This Project file will be maintained and regularly updated by the Contractor. The Contractor will provide a .pdf copy of the plan to the Commission on a regular basis.

3.4.5.5 **Important:** Once the requirements gathering document and project plan are agreed upon, any new or modified requirements requested by the Commission will be considered on a case-by-case basis. In most situations, the Contractor can honor a new/modified requirement, but additional time may be added on to the overall project's length. In some cases, and depending on the new/modified requirement's size (in terms of overall development work), the new/modified requirement may be considered out-of-scope, which would require the Contractor and the Commission to come to an agreement on additional cost and time. **the Contractor highly recommends all requirements be included in the original requirements gathering document.**

### 3.4.6 Gate 2: Infrastructure Setup and User Group Setup

3.4.6.1 The Contractor will work with the Commission to create the initial Rio environment. The License Manager will be installed on a server designated by the Commission. The License Manager will then be activated. The Commission team will be trained on License Manager functionality:

- Adding Named Users to the License Manager. The Commission will handle adding the required users to the License Manager.
  - Generating product licenses. Training will focus on product licenses that the Commission currently has in production, LF Server, LF Workflow, and LF Quick Fields
  - Upgrading web products: WebLink and Web Access, in the test environment.
  - Configuring Windows Users and Groups in the LF Administration Console
- 3.4.6.2 A clone of the current LF production environment will be made for testing purposes. This test environment will require enough resources to handle a Microsoft SQL Server, a LF Server, a Workflow Server, and a web server. In the test environment, the LF Server will be upgraded to LF 9.x and the appropriate license will be installed. Windows Users will be configured to work properly within the new Rio environment.
- 3.4.6.3 In the test environment, the LF Workflow Server will be upgraded to Workflow 9.x. The existing workflows will be ported to the new version of workflow. Please note that based on some underlying architectural changes implemented in Workflow 8.3, the four workflows that use real time lookup functionality (Financial Management (FM) Accounts Payable (AP) Payments, Housing Management (HM) Maintenance, HM Tenant, and Employees) need to be rebuilt from the beginning to take advantage of those changes. Also note that additional functionality as offered by business processes will not be taken into account as part of this upgrade.
- 3.4.6.4 In the test environment, Audit Trail 9.x will be enabled by the Contractor for all LF repositories designated by the Commission.
- 3.4.6.5 The Contractor will work with the Commission to upgrade one client (workstation) to LF 9.x. One Quick Fields workstation will be upgraded to 9.0 by the Contractor.
- 3.4.6.6 The Commission has outlined two LF integrations: the web-based Yardi, and the real-time lookup into the PeopleSoft database in Quick Fields and Workflow. It is expected that neither of them will require reworking to support the LF 9.x platform. The web-based integration with Yardi uses the doclist.aspx to display search results from the Yardi dialog. The doclist.aspx file does not change from LF8.x to LF 9.x. The Contractor will confirm the doclist.aspx functionality.

- 3.4.6.7 The Commission's PeopleSoft and Yardi views being used to perform database lookups in Workflow and Quick Fields will continue to be used as is by those products in LF 9.x.
- 3.4.6.8 The Contractor will upgrade one session that contains a PeopleSoft lookup and another session that contains a Yardi lookup in the test environment. Both of these sessions will be upgraded on a single Quick Fields workstation. The Contractor will confirm that the PeopleSoft Quick Fields session interfaces properly with the "WF – FM AP Payments PROD" workflow after the upgrade in the test environment. The Commission will be responsible for the other workstation upgrades. The Contractor will also upgrade the "WF-Employees" Yardi lookup workflow.
- 3.4.6.9 The Commission will onboard all users into the system. In most cases, this is a manual, multi-step process for each user. The Contractor will provide the Commission with detailed, step-by-step onboarding documentation.
- 3.4.6.10 **Important:** The onboarding process includes installing any necessary client-side software on all user machines.
- 3.4.6.11 The Contractor highly recommends that the Commission prepare for this step ahead of time, by creating a list of users that should be added to the system, as well as what roles each user will play in the system. The Commission should ensure the number of users they wish to add to the system does not exceed the total number of licenses they have purchased.
- 3.4.6.12 **Note:** As the onboarding process controls which users can access specific data (some of which may be sensitive), for liability purposes, the Commission should perform this step.

### **3.4.7 Gate 3: The Contractor Functionality Testing**

- 3.4.7.1 The Contractor will test all aspects of the system, to ensure functionality. The Contractor will be responsible for creating a test plan for this work. If issues are encountered, the Contractor will correct them as necessary.

### **3.4.8 Gate 4: The Commission Functionality Testing**

- 3.4.8.1 The Commission users for the first half of this gate, and under the Contractor's direction, will test all aspects of the system to ensure functionality. The Contractor will be responsible for creating a test plan for this work. If issues are encountered, The Contractor will attempt to correct

them as necessary. It is recommended that LF personnel be onsite at the Commission's offices for this work.

- 3.4.8.2 The Commission for the second half of this gate, will test the system independently of the Contractor, using a test plan created by the Commission. The Commission should notify the Contractor of any issues that are encountered, which the Contractor will correct as necessary.

### **3.4.9 Gate 5: User Training, Knowledge Transfer & Hand Over**

- 3.4.9.1 The Contractor will train end-users on the LF Client Microsoft Office integration and e-mail management capabilities. Training will also focus on differences between the LF 9.x client and the LF 8.x client. It is recommended that this training be done onsite at the Commission's offices. It is also recommended that the Commission identify an internal resource that is able to watch the initial the Contractor's training sessions, and then conduct future trainings of the Commission's users without the help of LF. The Commission may also wish to record the Contractor's initial training sessions.
- 3.4.9.2 The Commission will, nominate one or more Commission resources to write end user documentation, if necessary, before this Gate begins.
- 3.4.9.3 The Contractor will finalize formal and customized documentation on the administrative aspects of the system. Once completed and handed over to the Commission, this document should be read by all relevant technical the Commission personnel, in order to understand how the system was built and how it should be maintained on a day-to-day basis.
- 3.4.9.4 **Important:** From this point forward, the Contractor will close the project in 10 days. Any new requirements will be considered a new project. By completing this gate, the Commission will be formally accepting the LF Rio system.

### **3.4.10 Gate 6: "Go Live"**

- 3.4.10.1 The Commission - Based on the work done in the test environment, it is expected for the Commission to document the steps necessary to move to Rio and LF 9 in the production environment. It is also expected for the Commission to handle the actual upgrade of the LF system in the production environment, perform "smoke testing" on it (to ensure no new bugs were introduced during the environment's set up process), and release

the system the Commission for production use. The Commission will then be responsible for notifying users as to how and when to begin using the system.

### **3.4.11 Gate 7: Stabilization**

3.4.11.1 The Commission - Once the Commission begins using the system in production, the Contractor will work with the Commission to monitor the system, and will attempt to resolve any issues that occur. Assuming the Commission has purchased the necessary support packages from the Contractor, the Contractor will be available for hands-on support to help the Commission troubleshoot any issues.

## **3.5 Phase 2: Rio Records Management Edition**

### **3.5.1 Rough Order of Magnitude**

The Contractor shall provide Phase 2, which will consist of moving the fourteen (14) business units of the Commission to the LF Rio Records Management Edition. For each separate unit, distinct project stages will be carried out by the Contractor . The units and their anticipated stages are the following.

<b>Stage Number</b>	<b>Stage Title</b>
<b>Stage 1</b>	Client Personnel Certification
<b>Stage 2</b>	Requirements Gathering
<b>Stage 3</b>	Infrastructure Setup
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)
<b>Stage 4</b>	Development (programming)
<b>Stage 5</b>	User/Group Set Up
<b>Stage 6</b>	The Contractor Functionality Testing
<b>Stage 7</b>	Client Functionality Testing
<b>Stage 8</b>	User Training
<b>Stage 9</b>	Piloting
<b>Stage 10</b>	“Go Live” and Project Acceptance
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure
	Project Management
	Travel

#### **3.5.1.1 Description of Project Stages**



**The Contractor** has adopted a formal methodology for implementing custom solutions of the LF software suite, which involves guiding the project through a series of clearly defined stages. The potential stages include:

- Stage 1: Client Personnel Certification
  - All relevant technical Client personnel that will be working with the Contractor to implement the solution shall complete appropriate LF Certified Professional Program (CPP) courses. The Contractor will recommend the specific courses that should be completed at a later date. For more information on CPP, see <http://www.laserfiche.com/en-us/events/cpps>.
- Stage 2: Requirements Gathering
  - The Contractor will conduct a series of in-depth meetings and interviews with the Client, during which the Client will explain their requirements to the Contractor in detail. The Contractor will document the Client's requirements, and pose questions as necessary.
- Stage 3: Infrastructure Setup
  - Based on information gathered during Stage 2, the Contractor will create two environments; one each for development/ testing and production. The Contractor will set up each environment, with the assistance of LF-certified Client administrators, by installing, licensing and performing basic configuration on LF and, if necessary, third-party software.
- Stage 4: Development and Solutions Demonstrations
  - Based on information gathered during Stage 2 (Requirements Gathering), the Contractor will develop the system. The deliverable of this stage will be to produce a detailed Design Document, which will be the blueprint for how the Commission system will be designed. Note that this document will be detailed enough that any LF expert could use it to guide the build out of the LF system. See Appendix B for an example of the Table of Contents of a Detailed Design document.

- During this stage, modular testing will be performed. This involves an ad-hoc “test as you go” method which allows the engineer to run brief tests on each module (i.e. the file plan) as it is built.
  - Note that this stage is split out into two sections, “Programming” and “Non-programming.” The non-programming section usually makes up the majority of Stage 4, and involves using out-of-the-box LF functionality. Programming work is specific to installations that involve project work such as custom scripting or integrating LF with software there is no out-of-box integration for.
- Stage 5: User/Group Setup
  - The Client will onboard all users into the system.
- Stage 6: The Contractor Functionality Testing
  - The Contractor will test all aspects of the system, to ensure functionality.
- Stage 7: Client Functionality Testing
  - The Client will test the system first with the Contractor support, then independently.
- Stage 8: User Training
  - The Contractor will employ a train-the-trainer option for training end-users on the solution.
- Stage 9: Piloting
  - The Client will coordinate a pilot of the system, where end-users use the solution against sample data.
- Stage 10: Project Acceptance and “Go Live”
  - The Contractor will promote the system from the test environment to production.
- Stage 11: Stabilization, Knowledge Transfer, Hand Over, and Project Closeout
  - The Client will begin using the system in production. Once the system is considered to be stable as deployed in production, the Contractor will document the administrative aspects of the system and cover this document

with relevant technical Client personnel in order to understand how the system was built and how it should be maintained on a day-to-day basis.

- Travel: The Contractor shall be reimbursed for travel and related expenses in accordance with the Commission's Administrative Travel Policy as described in Attachment B – Fee Schedule and Fee Schedule Exhibit 2 - **Commission's Administrative Travel Policy (dated 11/29/10).**

### **3.5.1.2 Implementation Guidelines**

A single repository will better allow for different departments to view the same documents, as many of the project and personnel documents are shared across the Commission's units. Departments should be completed sequentially, overlapping by a few weeks at most. Thorough preparation for requirements gathering will help accelerate the implementation process. Departments owning the capture process for a larger number of shared documents are recommended to go earlier in the implementation. A breakdown of the project stages for each department is given below; please refer to Appendix A for a description of the stages. Not all stages are recommended for every implementation.

## **3.5.2 Fourteen (14) Business Units**

### **3.5.2.1 Financial Management**

- Includes four sections for FM: Payroll, AP, Program Accounting, and HSG.
- Payroll:
  - Capture, metadata, and retention designed for two timekeeping related reports with a single retention policy, filed by pay period. Many departments will need access or a view of these documents.
  - Capture, metadata, and retention designed for timekeeping documents filed by employee. Retention will be a general "employee" retention period for all documents. Many

departments will need access or a view of these documents.

- Program Accounting:
  - Three templates/folder structures need to be migrated from existing LF system (Reports, Resell, Loans). All stored permanently.
  - Capture, metadata, and retention designed for 12 types of Audit Reports, stored permanently.
  - Capture, metadata, and retention designed for administrative folder with one template/file structure and permanent retention.
- Accounts Payable:
  - Two configured Quick Fields sessions need to be migrated, maintaining current folder structure and metadata. Up to two retention schedules applied.
- All general accounting documents must be manually migrated. Housing:
  - Housing will share Bank Transfers with AP – however, the Bank Transfer schedule will need to be kept separate from the journal entries, as they have a different retention schedule.

### **3.5.2.2 Human Resources**

- Capture, metadata, and retention designed for Personnel Files. Includes lookup to PeopleSoft and dynamic fields, 2-3 different retention schedules, 4-5 different sets of access rights depending on document security. 6 main document types, each with no more than 20 sub-types.
- Capture, metadata, and retention designed for recruitment files, with one retention policy and up to 15 document types. Workflow to transfer documents to Personnel Files as needed.
- Working with Accuflex to assist with backfile scanning (adds PM hours)
- Certain Historical Documents will be “owned” by other units. While the documents will live in the records management section of the repository, shortcuts will need to be populated in HR and the “owning” unit.
- As employees retire, their folders and documents will be moved within the records management section of

the repository, but this would not affect HR's view of them.

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**Assumptions**

Code	Description
HR-A1	No integration with external systems will be developed in this phase of the project.

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### 3.5.2.3 Community Development Block Grant

- Capture, metadata, and retention designed for all 134 document types on one template. This includes setting up dynamic fields and up to 20 different retention schedules.
- Strategy for cleaning up current repository, destroying old documents beyond their retention, and modifying templates to include enough metadata to apply retention schedules. Note that the Commission will be responsible for carrying out the cleanup of the repository.
- Security and training to allow the folder structure to change over time. Occasionally, additional folders will need to be added to this section of the repository.
- An in-house document management tool is being developed to manage document lifecycles while the documents are "active," and LF will need to integrate with that tool for final storage of documents.

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**Assumptions**

Code	Description
CDBG-A1	No integration with external systems will be developed in this phase of the project.

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### 3.5.2.4 Construction Management

- Capture, metadata, and retention designed for project files. Up to 6 retention schedules will be configured for documents in the project files, based upon the document type.
- Capture, metadata, and retention designed for administrative files. Up to 10 documents types and retention schedules will be configured based on a single template.

Assumptions	
Code	Description
<b>CMD-A1</b>	No integration with external systems will be developed in this phase of the project.

### 3.5.2.5 Intergovernmental Relations

- Capture, metadata, and retention designed for two file types. This includes up to two filing structures and templates, and includes using dynamic fields. This costing assumes that up to 10 retention schedules will be configured for each file type. Files in this department will generally be organized by year. All existing documents will need to have templates applied to them.

Assumptions	
Code	Description
<b>IGR-A1</b>	No integration with external systems will be developed in this phase of the project.

### 3.5.2.6 Housing Management

- Capture, metadata, and retention designed for Applicant, Maintenance, Resident, Training, and ACH documents. This includes processes to allow Applicant documents to move to Resident files as needed, and capture workflow process associated with the ACH documents.
- This structure already partially exists, but must be standardized and a small amount of manual cleanup by the Commission will be required.
- The Contractor will leverage the Commission's existing workflows and integrations, extending existing integrations as needed, to implement Records Management.
- The Contractor will account for multiple tenant identification numbers by also matching with Social Security numbers for filing purposes.
- Capture, metadata, and retention designed for Administrative documents. These documents will have up to three different retention schedules, as federally regulated. Clean up of existing files is not included in this phase, as the Commission has

indicated that they would prefer to only consider day-forward scanning for these documents.

- A view of procurement documents will be provided, either through a view of the Central Services documents, or a second filing structure with shortcuts to the Central Services documents. Note that this section cannot be configured until Central Services has implemented their LF system.
- A view of relevant payroll documents will be provided, either through a view of a part of the Financial Management section, or a second filing structure with shortcuts to the payroll documents. Note that this section cannot be configured until Financial Management has implemented their LF system.
- Capture, metadata, and retention designed for Legal documents. Up to 5 retention schedules will be set for this section, according to rules established for documents relating to litigation.

#### **3.5.2.7 Central Services**

- Capture, metadata, and retention for documents related to Contracts for all departments/units at the Commission. This will require a Capture process that is used by many people outside of Central Services at the Commission. Part of the capture process may include integration with PeopleSoft to pull back additional template information. Retention schedules for documents in this department would need to adjust according to changes in document status, such as contract end date, or any legal matters. Up to 10 retention schedules will be configured.
- **Note:** It is assumed that the PeopleSoft lookup will be performed as a standard database lookup in Quick Fields or Workflow.
- Requirements gathering and training for this department may need to include other departments, as documents will be viewed and searched by other departments.
- This department would likely need to work with Accuflex to assist with backfile scanning.

#### **3.5.2.8 Risk Management**

- Capture, metadata, and retention for Insurance documents. There will be a maximum of 5 retention

schedules configured for this type department. Security is particularly important, documents will need to be migrated over from a shared drive.

- Access to MOU, SUA, Leases, and Agreements from the Central Services section of the repository.
- Capture, metadata, and retention for Worker's Compensation, Risk Management Investigations, Accommodations and Ergonomics, Safety Training, and ADA files. Each of these document classes has 2-10 types of documents, and no more than one metadata template per class.
- One additional folder to manage a small number of miscellaneous files will need to be incorporated.
- May require working with Accuflex to scan in back file for this department.

### **3.5.2.9 Economic & Housing Department**

- Would need to work with Financial Management to build the capture, metadata, and retention for budget related documents.
- Capture, metadata, and retention configured for IDIS Reports. This includes a single retention policy.

### **3.5.2.10 Executive Office**

- Capture and metadata designed for Board Letters for the Assisted Housing and Housing Management departments. This includes migrating current documents from the K drive. Security will need to be configured to allow additional groups to see these documents as needed. Retention will always be permanent.
- Capture and metadata designed for Agenda Packets for the Housing Commission. These documents will be filed by year. Old documents may need to be added from the website or other location where they are stored. Retention will always be permanent.
- Capture, metadata, and retention configured for Correspondence in an administrative folder. Depending on the associated department, one of 3 retention schedules will be applied. Security for these documents must be carefully configured.
- Capture and metadata configured for Policies and Procedures documents. A file structure and metadata



already exists outside of LF, but must be refined. Documents must be migrated from the website.

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**Assumptions**

Code	Description
EO-A1	This phase does not include publishing of documents to Web Access or Web Link, however this may be required in a future phase.

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### **3.5.2.11 Information Technology, Telecommunication, Geographical Information Systems**

- Capture, metadata, and retention configured for Project Documents, Contracts/Related documents, Cooperative Agreements, Call Cards, and Telecom documents. Each may require its own template, folder structure, and capture strategy, up to 15 total different documents types and retention schedules. Major Contracts may need to appear as shortcuts in both a unique file structure and in Project Documents within the owning department. Telecom documents may need to appear as shortcuts into HR folders. An additional Administrative file, with up to 5 document types will also need to be configured.
- Training for this department must include versioning. A plan should be set to determine which documents will need to have version control enabled, and how it will be used.

### **3.5.2.12 Assisted Housing**

- Capture, metadata, and retention configured for tenant, owner, and applicant documents. Existing Workflows and lookups for tenant files will be leveraged by the Contractor in creating the new repository. Both the Workflow and the lookups will be adjusted as needed to retrieve sufficient data to automatically apply the correct retention schedule. Up to three schedules may apply to these types of documents. This must include exception cases, such as reinstating tenants and owners.
- Applicant documents need to be cleaned up, which may be a complex process involving custom searches/queries to external databases. It is essential that this process is automated.

- There must be a way to indicate when a document is involved in a legal matter, and retention schedules must be adjusted accordingly.
- Capture, metadata, and retention configured for overpayment documents. These documents would need shortcuts in an “Overpayment” folder for visibility by other departments, and in the appropriate tenant’s folder.
- Capture, metadata, and retention configured for Administrative Documents. This includes HUD correspondence, Management Services, Operations (10-15 types of reports), and EIV forms (associated with employees). Each of these document types may need their own templates and retention schedules. Additionally, a view into procurement documents will be configured once Central Services has been set up.
- Capture, metadata, and retention configured for PHA folders and Direct Deposit folders. The Contractor can leverage existing folder structures and metadata for these types, but the details will need to be refined. Security must be appropriately configured on Direct Deposit folders to ensure limited access.
- Sufficient quality assurance must be configured for this department to ensure documents are not misfiled.

### **3.5.2.13 Executive Office of Budget**

- View Personnel Action Forms (Human Resources), Payroll Change Forms (Financial Management), and Board Letter Approvals (Executive Office) and RFP’s. A folder structure will need to be configured for these documents, but the shortcuts will not be routed to this view until the capture process is configured by each respective department.
- Capture, metadata, and retention designed for Fleet documents. These documents will be filed by Vehicle, and will be limited to one retention schedule, with the exception of documents that are associated with a vehicle tagged for subrogation. A retention strategy for subrogation documents will also be included.
- Capture, metadata, and retention designed for Budget Amendments and Budget Books. One retention schedule will be created for these documents. They will be retained either permanently, or according to the retention schedule, as determined by the document type.

<b>Assumptions</b>	
<b>Code</b>	<b>Description</b>
<b>EOB-A1</b>	Tracking vehicle history is out of scope for this phase. History will be limited to a single multi-value field that could be updated by an individual with appropriate rights.

### **3.5.2.14 Traffic Administration Services**

- Capture, metadata, and retention configured for Agreements, Budget Binders, Internal TAS Policies and Procedures. These documents are retained permanently, and will be migrated over from the K drive. Documents already in LF can most likely be deleted.
- Folder structure configured for view of Timekeeping reports (Financial Management) and TAS Personnel Documents (Human Resources personnel files) and Board Letters (Executive Office). The shortcuts to the documents will not be available until the respective department has been implemented.

## **4.0 RESPONSIBILITIES**

The Commission and the Contractor's responsibilities are as follows:

### **Commission**

#### **4.1 Personnel**

- 4.1.1** The Commission shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2** The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3** The Commission shall prepare amendments to the Contract in accordance with the Contract.

### **Contractor**

#### **4.2 Project Manager**

- 4.2.1** The Contractor shall provide a full-time Project Manager with five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.

**4.2.2** The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

**4.2.3** *(If applicable)* The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

**4.2.4** *(If applicable)* The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

#### **4.3 Personnel**

**4.3.1** The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

**4.4.2** The Commission requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

#### **4.5 Uniform / Identification**

**4.5.1** The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be:

- Contractor-issued photo ID
- Commission Visitor ID
- Commission-issued photo ID
  - The Contractor is responsible for the care and use of a Commission ID card. The Contractor will be charged \$20 for damaged or lost ID cards.

**4.5.2** The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

#### **4.6 Materials and Equipment**

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

#### **4.7 Training**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

#### **4.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

#### **4.9 Periodic Meetings**

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

### **5.0 HOURS / DAYS OF WORK**

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

### **6.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;

- any corrective action taken,
- the time a problem was first identified,
- a clear description of the problem,
- and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

#### **6.1 The Commission Software Error Escalation Plan**

In the event that the Commission identifies a potential issue with their Laserfiche software, the following escalation path is to be followed.

##### **Steps:**

- 1) The identified error should first be brought to the internal Commission IT team, who will attempt to resolve it.
- 2) If the Commission IT team is unable to resolve the issue, the Commission team may escalate the issue to the Contractor's LSGSupport team.
- 3) The Contractor's LSGSupport team will attempt to resolve the issue. If they are unable to resolve the issue, it is escalated to the Escalation Manager.
- 4) The Escalation Manager will attempt to resolve the issue with the Development team. The Escalation Manager meets with the Contractor Development team on a weekly basis to review any escalated cases.
  - a. The Development team works with the Escalation Manager to troubleshoot the software error until it is verified and remediated.
- 5) If the Escalation Manager and the Development team are unable to resolve the issue, it is escalated to the VP of Strategic Solutions. The VP of Strategic Solutions will gather any additional resources necessary to resolve the issue.

There are internally developed tools that are used to track issues that are escalated to LSGSupport. A case number is automatically assigned to the issue in the Support Helpdesk system. This system tracks the entire history of the case from initiation to resolution. If the case involves potential problems with the core Laserfiche software, a ticket is created in the Software Change Request system that is managed by Development. This system tracks priority and severity levels that Development can use to address which software issues to tackle first. Throughout the escalation process, the LSGSupport and the Escalation Manager will remain in contact with the Commission to keep them apprised of all escalations and the resolution of the software error.

## **7.0 QUALITY ASSURANCE PLAN**

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

**8.1 Performance Requirements Summary (Exhibit 2)**

The Commission shall use a Performance Requirements Summary (PRS) chart, Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

#### **8.2 Periodic Performance Reviews**

The Commission will conduct periodic reviews to evaluate the Contractor's performance. The Contractor's Project Manager will provide a report developed for the work required and how its completed under the Contract.

#### **8.3 Contract Deficiency Notice**

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

#### **8.4 Commission Observations**

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **9.0 ADDITION/DELETION OF SERVICES**

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.



**Exhibit 1:**

**Records Management – Preliminary Timeline and Estimate**

**\*\*Please note that these estimates are subject to change after the Contractor has performed formal requirements gathering for the fourteen (14) business units.\*\***

The estimated start date of the Upgrade to Rio project is 7/7/14. This project must complete first before the Records Management project can begin. The estimated timeline below does not include any vacation days or holidays. This timeline is based on the Contractor allocating 36 engineering hours per week to this project.

<b>Task Number</b>	<b>Task Name</b>	<b>Work</b>	<b>Start</b>	<b>Finish</b>	<b>Predecessors</b>
1	Project Start Date	0 hrs	7/7/14	2/3/16	
2	Upgrade to Rio	240 hrs	7/7/14	10/6/14	1
3	Assisted Housing	322 hrs	10/7/14	12/2/14	2
4	Housing Management	360 hrs	12/2/14	2/3/15	3
5	Human Resources	232 hrs	2/3/15	3/16/15	4
6	Central Services	176 hrs	3/6/15	4/15/15	5
7	IT/Telecom/GIS (1 department)	210 hrs	4/15/15	5/21/15	6
8	Risk Management	172 hrs	5/21/15	6/19/15	7
9	Intergovernment Relations	144 hrs	6/22/15	7/15/15	8
10	Traffic Administration Services	136 hrs	7/16/15	8/7/15	9
11	Economic & Housing Department	86 hrs	8/10/15	8/24/15	10
12	Financial Management	348 hrs	8/24/15	9/25/15	11
13	Community Development Block Grant	172 hrs	9/25/15	10/26/15	12
14	Construction Management	144 hrs	10/26/15	11/19/15	13
15	Executive Office	210 hrs	11/19/15	12/28/15	14
16	Executive Office of Budget	216 hrs	12/28/15	2/3/16	15

**EXHIBIT 2**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>REFERENCE/ REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
SOW Section 3.4 – Phase 1: Rio Software Upgrade Gates	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.1 – Rough Order of Magnitude	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.1 – Financial Management	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.2 – Human Resources	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.3 – Community Development Block Grant	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.4 – Construction Management	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.5 – Intergovernmental Relations	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.6 – Housing Management	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence

<b>REFERENCE/ REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
SOW Section 3.5.2.7 – Central Services	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.8 – Risk Management	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.9 – Economic Housing & Development	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.10 – Executive Office	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.11 – Information Technology/ Telecommunications/ Geographical Information Systems	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.12 – Assisted Housing	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.13 – Executive Office of Budget	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5.2.14 – Traffic Administration Services	100 % Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence

## EXHIBIT 3 Hardware Recommendations

### Overview

This document outlines the recommended hardware recommendations for the Commission to upgrade from the current LF United system to LF Rio.

### Hardware

LF recommends two environments for the Commission, one for development and testing and the other for production.

### Production

Server	Windows Components	Hardware Recommendations (processor cores, RAM, storage*)	Listening Ports (TCP)	Comments
<b>SQL Server</b>	Windows Server** 2008 R2 SQL Server 2012	16 cores, 32GB, 100GB (RAID 1)	1433 (unless specified otherwise)	Shared SQL Server across all environments
<b>LF Rio Licensing Server</b> <b>LF Server Import Agent</b> <b>LF Audit Trail</b> <b>LF Workflow</b>	Windows Server 2008 R2 Windows Message Queuing IIS 7+	8 cores, 8GB, estimate 75GB per one million images (8.5 x 11, 300dpi, black and white) (RAID 5)	5049, 443, 5051, 8085	
<b>LF Web Access, Laserfiche Forms</b>	Windows Server 2008 R2 IIS 7.5 .NET 4.0	8 cores, 8GB, N/A	441, 443, 8188	
<b>Quick Fields</b>	Windows 7 .NET 4.0	4 cores, 4GB, N/A	N/A	Note that this is a workstation with a scanner

### Storage

Storage requirements are based on the following formula: 75GBs = 1 million 8.5"x11" images scanned at 300dpi in black and white. For example, if the Commission LF system has approximately three million images which is 225GBs based on the formula provided. Assuming the system grows at a rate of 500,000 images a year, that is 1.5 million images over three years or another 188GBs. Total current images plus future images is estimated at 413GBs. RAID 5 is recommended for storage of the image files.

For SQL data, the estimate is based on the number of images provided above. For the SQL data file (MDF), estimate 15% of the 413GBs for storage and 10% for the SQL transaction log (LDF). Calculating those numbers gives 62GBs for SQL data and 41GBs for the transaction log or a total of 103GBs. RAID 1 or RAID 1+0 is recommended for storage of SQL data and transaction logs.

#### Development/Test

Server Name	Windows Components*	Hardware Recommendations	Listening Ports	Comments
<b>SQL Server</b>	Windows Server 2008 R2 SQL Server 2012	8 cores, 16GB, 100GB (RAID 1)	1433 (unless specified otherwise)	This is the same SQL Server in production.
<b>LF Server</b>	Windows Server 2008 R2	8 cores, 8GB, 50GBs	80, 443 (if SSL), 5051, 8085, 8188	All applications on a single server
<b>LF Workflow</b>	Windows			
<b>LF Web Access</b>	Message Queuing			
<b>LF Forms</b>	IIS 7.5			
<b>LF Audit Trail</b>	.NET 4.0			
<b>LF Import Agent</b>				

## **EXHIBIT 4**

### **Existing Workflows**

#### **Financial Management**

- WF- FM AP Payments PROD
  - (real-time lookup: PEOPLESOFT / PS\_CDC\_AP\_LSFCH\_VW View)

#### **Housing Management**

- WF-HM Maintenance
  - (real-time look up: YARDI/ LASERFICHE\_QF\_YARDI\_LOOKUP\_HM View)
- WF-HM Tenant
  - (real-time look up: YARDI / LASERFICHE\_QF\_YARDI\_LOOKUP\_HM View)

#### **Assisted Housing**

- WF-Keep Owners Organized (no lookup, routing)
- WF-Keep Tenants Organized (no lookup, routing)
  
- WF-Mark Completed Files (no lookup, routing)
- WF-Move Completed Files (no lookup, routing)
  
- WF-Owners (no lookup, routing)
- WF-PHAs (no lookup, routing)
- WF- Tenants (no lookup, routing)
  
- WF-Shortcut Cleanup (no lookup, routing)
- WF-Shortcut Generation – Manager (no lookup, routing)
- WF-Shortcut Generation – Supervisor (no lookup, routing)
  
- WF-Employees
  - (real-time lookup to: YARDI / LASERFICHE\_QF\_YARDI\_CW\_LOOKUP View)

# **ATTACHMENT B**

## **FEE SCHEDULE**

## ATTACHMENT B FEE SCHEDULE

The Contractor will provide the Commission needed implementation of records management across 14 business units, in addition to the Laserfiche Rio Upgrade on a Time and Materials (T&M) basis using the labor categories and associated hourly billing rates shown in the table below and as stated in Attachment B, Statement of Work, including all referenced exhibits. The Contractor shall be paid in accordance with the following Contract Fee Schedule:

Contract Fee Schedule			
Line Item	Payment Number	Service	Cost
1	1	Rio Upgrade Project Product (100%)	\$176,388.00
2	1	Rio Upgrade Project LSAP (100%)	\$57,584.00
3	1	Rio Upgrade Project Upgrade Services (100%)	\$45,000.00
4	1	RME Services (18.3% of 100%)	\$100,000.00
5	2	RME Services (81.7% of 100%)	\$446,125.00

Items number 1-4 above are agreed down payments terms upon execution of the contract. Item number 5 above is the cost amount for the remaining balance of the RME project and is not a fixed balance and is subject to change based on the time and materials that are necessary for the Contractor to complete the RME project. Therefore the remaining balance is a true Rough Order of Magnitude (ROM). Also note that after the down payments listed above are paid in full, The Contractor will bill the Commission via monthly invoices of the work performed by the Contractor that month. This will continue for the length of the RME Project until every department has accepted the project close out document.

Payment for each department/stage completion will be made after the completion of Stage 9 (Piloting) and Stage 11 (Stabilization, Knowledge Transfer and Project Closure). The payment billing for RME Services, Item No. 5 in the Contract Fee Schedule table, will include a Certificate of Acceptance of completion, as shown in Exhibit 1 of the Fee Schedule.

The following is the total project cost summary as specified thereafter in Phase 1 Rio Upgrade Pricing and Phase 2 Rough Order Of Magnitude Costing For The Commission Laserfiche Rio With Records Management.

### Total Project Cost Summary

Project Name	Total Cost
<b><i>Rio Upgrade Project</i></b>	
Product Total	\$176,388.00
LSAP	\$57,584.00



Upgrade Services		\$45,000.00
	<b>Total</b>	<b>\$278,972.00</b>
<b><i>ROM Services</i></b>		
RME Services	<b>Total</b>	<b>\$546,125.00</b>
<b><i>LSAP Support (If extended)</i></b>		
2 <sup>nd</sup> Year LSAP		\$93,348.00
3 <sup>rd</sup> Year LSAP		\$93,348.00
4 <sup>th</sup> Year LSAP		\$93,348.00
5 <sup>th</sup> Year LSAP		\$93,348.00
	<b>Total</b>	<b>\$373,392.00</b>
<b><i>SUBTOTAL PROJECT COST</i></b>		<b>\$1,198,489.00</b>

**Important:** The resource allocation, timeline, and cost structure below are based on the current information the Contractor has on Commission requirements and situation. As a result, some or all of these projections may change after Gate 1.

### **The Contractor One-time Off-hour and Weekend Consultation Procedures and Fees**

The procedures and fees listed below are in reference to the Contractor support options offered for clients who require off-hour or weekend implementation consultation. This type of consultation is scheduled per the client's request, but is not intended to function as long-term weekend support.

The Contractor offers three options: Dedicated Consulting, On-call Consulting, and Custom Option Consulting.

#### **Option A: Dedicated Consulting**

- The Dedicate Consulting option allows the client to request a fixed number of support hours during the production deployment. The first block of hours must be at least four (4) hours in one continuous session. Any subsequent blocks of hours must be purchased in hourly increments.
- The hourly billing rate for Dedicated Consulting is the Contractor weekend rate of \$375.
- The client is required to reserve and pre-pay these dedicated sessions at least 7 days prior to the scheduled service days, in order for the Contractor to schedule the necessary Contractor engineers. Note that these consulting sessions will be billed, even if the client does not call in to the consultation session.

#### **Option B: On-call Consulting**

- The On-call Consulting option allows the client to engage with the Contractor on an as-needed basis. The Contractor engineer will be on-call, and will have a two (2) hour response time to client calls.
- The hourly billing rate for the On-call Consulting option is the Contractor on-call weekend rate of \$562.50.
- On-call consulting sessions must be scheduled for a minimum of two (2) hours. The client is required to reserve and pre-pay these dedicated sessions at least 7 days prior to the scheduled service days, in order for the Contractor to schedule the necessary Contractor engineers. Note that these consulting sessions will be billed, even if the client does not request that the Contractor engineer call in to the consultation session.

#### **Option C: Custom Option Consulting**

- The client can also elect a combination of the two options above – provided that there is a minimum of 8 hours of dedicated consulting scheduled.
- The hourly billing rate for the custom consulting option is the Contractor custom weekend rate of \$468.75.
- Custom consulting sessions must be scheduled for a minimum of eight (8) hours. The client is required to reserve and pre-pay these dedicated sessions at least 7 days prior to the scheduled service days, in order for the Contractor to schedule the necessary Contractor engineers. Note that these consulting sessions will be billed, even if the client does not request that the Contractor engineer call in to the consultation session.

### **PHASE 1 - RIO UPGRADE PRICING**

#### **Software Upgrade**

Product	Description	Pricing per Unit	Quantity	Total Price
<b>Software</b>				
<b>ENF05</b>	LF Rio Named Full Users (500-999)	\$500.00	500	\$250,000.00
<b>ERM</b>	Rio-Records Management	\$25,000.00	1	\$25,000.00
<b>EFRM</b>	LF Forms for Rio	\$25,000.00	1	\$25,000.00
<b>PPX2</b>	Rio-Pub.Portal Lic.-Dual CPU	\$50,000.00	1	\$50,000.00
<b>QC4</b>	LF Quick Field Basic	\$2,500.00	7	\$17,500.00
<b>IA</b>	Import Agent for Rio	\$1,500.00	1	\$1,500.00
<b>SC01</b>	Rio-ScanConnect	\$165.00	2	\$330.00
<b>SC05</b>	Rio-ScanConnect 5Pk	\$660.00	1	\$660.00
<b>PLUS2</b>	LF Plus-Publishing	\$3,800.00	1	\$3,800.00
<b>TK</b>	LF SDK for Rio	\$2,500.00	1	\$2,500.00
<b>QFA</b>	Quick Fields Agent	\$10,000.00	1	\$10,000.00

			SubTotal	\$386,290.00
			Credit	\$209,902.00
		<b>PRODUCT TOTAL</b>		<b>\$176,388.00</b>
<b>LSAP (LF Software Assurance Plan)</b>				
<b>ENF05B</b>	Rio-User(500-999) LSAP	\$100.00	500	\$50,000.00
<b>ERMB</b>	Rio-Records Management	\$5,000.00	1	\$5,000.00
<b>EFRMB</b>	LF Forms for Rio LSAP	\$5,000.00	1	\$5,000.00
<b>PPX2B</b>	Rio-PP Lic.-Dual CPU- LSAP	\$10,000.00	1	\$10,000.00
<b>QC4B</b>	LF Quick Field Basic LSAP	\$500.00	7	\$3,500.00
<b>IAB</b>	Import Agent LSAP	\$300.00	1	\$300.00
<b>SC01B</b>	Rio-ScanConnect LSAP	\$33.00	2	\$66.00
<b>SC05B</b>	Rio-ScanConnect 5Pk LSAP	\$132.00	1	\$132.00
<b>PLUS2B</b>	LF Plus-Publishing LSAP	\$1,600.00	1	\$1,600.00
<b>TKB</b>	LF SDK for Rio LSAP	\$750.00	1	\$750.00
<b>QFAB</b>	Quick Fields Agent LSAP	\$2,000.00	1	\$2,000.00
			SubTotal	\$78,348.00
			Credit	\$20,764.00
		<b>SUPPORT TOTAL</b>		<b>\$57,584.00</b>
<b>TOTAL FIRST YEAR COST TO UPGRADE SOFTWARE AND SUPPORT</b>				<b>\$233,972.00</b>

### Services

See direct table below for breakdown of 240 hours.

Product	Description	Pricing per Unit	Quantity	Total Price
<b>Services</b>				
<b>PSG</b>	Professional Services	\$187.50	240	\$45,000.00
		<b>SERVICES TOTAL</b>		<b>\$45,000.00</b>
<b>PRODUCT, SUPPORT, AND PROFESSIONAL SERVICES TOTAL COST</b>				<b>\$278,972.00</b>

Gate Number	Gate Title	Estimated Hours	Cost
<b>Gate 1</b>	Requirements Gathering	24	\$4,500.00
<b>Gate 2</b>	Infrastructure Setup	72	\$13,500.00
<b>Gate 3</b>	The Contractor Functionality Testing	24	\$4,500.00
<b>Gate 4</b>	The Commission	24	\$4,500.00

	Functionality Testing		
<b>Gate 5</b>	User Training, Knowledge Transfer, & Hand Over	16	\$3,000.00
<b>Gate 6</b>	"Go Live"	8	\$1,500.00
<b>Gate 7</b>	Stabilization	32	\$6,000.00
	Project Management	40	\$7,500.00
	<b>Total</b>	<b>240</b>	<b>\$45,000.00</b>

**2<sup>nd</sup> - 5<sup>th</sup> Year Support**

Product	Description	Pricing per Unit	Quantity	Total Price
<b>Support</b>				
<b>LSAP</b>	Laserfiche Rio System LSAP	\$78,348.00	1	\$78,348.00
			SubTotal	\$78,348.00
<b>VIP</b>	10-Day VIP Support Package	\$15,000.00	1	\$15,000.00
<b>TOTAL 2nd YEAR SUPPORT WITH UPGRADE</b>				<b>\$93,348.00</b>

Note: The Laserfiche Software Assurance Program (LSAP) for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> years are subject to change based on added software that the Commission purchases. The amount above, shown in the 2<sup>nd</sup>-5<sup>th</sup> Year Support table, shows what the cost will be each year (year 2, 3, 4, and 5 to the Commission) for Laserfiche Support, if contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission.

In order to provide distinction between the LSAP and VIP (refers to Laserfiche product) Support Package, the Contractor classifies all work as such:

- **Support** covers defects in the core Laserfiche software.
- **Billable services** covers all non-support related issues.

The Contractor will do all of the necessary research to determine a support issue's root cause. If the cause is not covered under support, all future work related to the issue will be treated as a new billable services project that will be billed against the VIP Support Package

Not covered under support are situations where something "breaks" as a result of a client trying to change the system, or a client needs the Contractor's consultation to better understand the system. Resolving these types of issues would also be billed against the VIP Support Package

The terms and conditions for the LSAP support plan are set forth on Attachment G, LSAP Terms and Conditions.

## **PHASE 2 - ROUGH ORDER OF MAGNITUDE COSTING FOR THE COMMISSION LASERFICHE RIO WITH RECORDS MANAGEMENT**

### **Overall Costing:**

The table reflects the estimated ROM costing to move the 14 Commission units to Laserfiche Rio Records Management Edition. Please note that these estimates are based on the current requirements as the Contractor understands them. As more thorough requirements gathering is performed for each individual unit, some or all of these estimates are subject to change to reflect the new understanding of the Commission's requirements.

The Contractor shall be reimbursed for travel and related expenses in accordance with the Commission's Administrative Travel Policy. Under no circumstance shall the Commission shall be obligated to reimburse the Contractor for travel expenses beyond the rates stated in the Commission's Travel Policy. The Contractor shall be required to provide all supporting documentations as outlined in the Commission's Administrative Travel Policy (dated 11/29/10) which is attached as Exhibit 2.

Department/Phase	Hours	Timeline (Weeks)	Cost
<b>Financial Management</b>	348	14	\$64,500.00
<b>Human Resources</b>	232	10	\$43,125.00
<b>Community Development Block Grant</b>	172	8	\$31,875.00
<b>Construction Management</b>	144	8	\$26,625.00
<b>Intergovernmental Relations</b>	144	8	\$26,625.00
<b>Housing Management</b>	360	14	\$67,125.00
<b>Central Services</b>	176	8	\$33,625.00
<b>Risk Management</b>	172	8	\$31,875.00
<b>Economic and Housing Department</b>	86	6	\$15,750.00
<b>Executive Office</b>	210	10	\$39,000.00
<b>IT/Telecom/GIS</b>	210	10	\$39,000.00
<b>Assisted Housing</b>	322	14	\$61,000.00
<b>Executive Office of Budget</b>	216	10	\$40,875.00
<b>Traffic Administration Services</b>	136	8	\$25,125.00
<b>TOTAL</b>	<b>2,928</b>		<b>\$546,125.00</b>

### **Financial Management:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	32	\$6,000.00

<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	160	\$30,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	8	\$1,500.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	12	\$2,250.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	40	\$7,500.00
	Project Management	\$187.50	64	\$12,000.00
	Travel	\$93.75	8	\$750.00
<b>Total</b>			<b>384</b>	<b>\$64,500.00</b>

**Human Resources:**

<b>Stage Number</b>	<b>Stage Title</b>	<b>Rate Per Hour</b>	<b>Estimated Hours</b>	<b>Cost</b>
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	80	\$15,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	24	\$4,500.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	24	\$4,500.00
	Project Management	\$187.50	56	\$10,500.00

	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>232</b>	<b>\$43,125.00</b>

**Community Development Block Grant:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	12	\$2,250.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	64	\$12,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	20	\$3,750.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	16	\$3,000.00
	Project Management	\$187.50	28	\$5,250.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>172</b>	<b>\$31,875.00</b>

**Construction Management:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	48	\$9,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	12	\$2,250.00



<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	“Go Live” and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	12	\$2,250.00
	Project Management	\$187.50	24	\$4,500.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>144</b>	<b>\$26,625.00</b>

**Intergovernmental Relations:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	48	\$9,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	12	\$2,250.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	“Go Live” and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	12	\$2,250.00
	Project Management	\$187.50	24	\$4,500.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>144</b>	<b>\$26,625.00</b>

**Housing Management:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00



<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	160	\$30,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	48	\$9,000.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	40	\$7,500.00
	Project Management	\$187.50	64	\$12,000.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>360</b>	<b>\$67,125.00</b>

**Central Services:**

<b>Stage Number</b>	<b>Stage Title</b>	<b>Rate Per Hour</b>	<b>Estimated Hours</b>	<b>Cost</b>
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	24	\$4,500.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	40	\$7,500.00
<b>Stage 4</b>	Development (programming)	\$250.00	16	\$4,000.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	16	\$3,000.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	24	\$4,500.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	12	\$2,250.00
	Project Management	\$187.50	24	\$4,500.00

	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>176</b>	<b>\$33,625.00</b>

**Risk Management:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	12	\$2,250.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	64	\$12,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	20	\$3,750.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	16	\$3,000.00
	Project Management	\$187.50	28	\$5,250.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>172</b>	<b>\$31,875.00</b>

**Economic & Housing Department:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	12	\$2,250.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	24	\$4,500.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	8	\$1,500.00

<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	6	\$1,125.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	4	\$750.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	8	\$1,500.00
	Project Management	\$187.50	12	\$2,250.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>86</b>	<b>\$15,750.00</b>

**Executive Office:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	80	\$15,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	24	\$4,500.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	24	\$4,500.00
	Project Management	\$187.50	34	\$6,375.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>210</b>	<b>\$39,000.00</b>

**Information Technology/Telecommunications/Geographical Information Systems**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00

<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	80	\$15,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	24	\$4,500.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	“Go Live” and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	24	\$4,500.00
	Project Management	\$187.50	34	\$6,375.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>210</b>	<b>\$39,000.00</b>

**Assisted Housing:**

<b>Stage Number</b>	<b>Stage Title</b>	<b>Rate Per Hour</b>	<b>Estimated Hours</b>	<b>Cost</b>
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	24	\$4,500.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	120	\$22,500.00
<b>Stage 4</b>	Development (programming)	\$250.00	16	\$4,000.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	40	\$7,500.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	“Go Live” and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	34	\$6,375.00
	Project Management	\$187.50	56	\$10,500.00

	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>322</b>	<b>\$61,000.00</b>

**Executive Office of Budget:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	4	\$750.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	64	\$12,000.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	8	\$1,500.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	24	\$4,500.00
<b>Stage 7</b>	Client Functionality Testing	\$187.50	8	\$1,500.00
<b>Stage 8</b>	User Training	\$187.50	12	\$4,500.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	"Go Live" and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	16	\$3,000.00
	Project Management	\$187.50	56	\$10,500.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>216</b>	<b>\$40,875.00</b>

**Traffic Administration Services:**

Stage Number	Stage Title	Rate Per Hour	Estimated Hours	Cost
<b>Stage 1</b>	Client Personnel Certification	\$187.50	0	\$0.00
<b>Stage 2</b>	Requirements Gathering	\$187.50	16	\$3,000.00
<b>Stage 3</b>	Infrastructure Setup	\$187.50	0	\$0.00
<b>Stage 4</b>	Development and Solution Demonstrations (non-programming)	\$187.50	40	\$7,500.00
<b>Stage 4</b>	Development (programming)	\$250.00	0	\$0.00
<b>Stage 5</b>	User/Group Set Up	\$187.50	4	\$750.00
<b>Stage 6</b>	The Contractor Functionality Testing	\$187.50	12	\$2,250.00

<b>Stage 7</b>	Client Functionality Testing	\$187.50	4	\$750.00
<b>Stage 8</b>	User Training	\$187.50	12	\$2,250.00
<b>Stage 9</b>	Piloting	\$187.50	0	\$0.00
<b>Stage 10</b>	“Go Live” and Project Acceptance	\$187.50	8	\$1,500.00
<b>Stage 11</b>	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$187.50	12	\$2,250.00
	Project Management	\$187.50	24	\$4,500.00
	Travel	\$93.75	4	\$375.00
<b>Total</b>			<b>136</b>	<b>\$25,125.00</b>

**STATEMENT OF WORK**  
**EXHIBIT 1**  
Example of Certificate of Acceptance

**Certificate of Acceptance**

Commission agrees that all acceptance test criteria for Payment Milestone Laserfiche, # Milestone [#] [Department], [Stage(s)], have been successfully met and the Commission formally accepts this payment milestone.

COMMUNITY DEVELOPMENT COMMISSION THE  
COUNTY OF LOS ANGELES

By:

Matthew Fortini, Director

Date:

(Internal Review)

\_\_\_\_\_  
Douglas Van Gelder, IT Manager

## **STATEMENT OF WORK**

### **EXHIBIT 2**

Commission's Administrative Travel Policy (dated 11/29/10)





## ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for  
Executive Director

11/29/10  
Date

<input type="checkbox"/> Original
<input type="checkbox"/> Complete Revision
<input checked="" type="checkbox"/> Partial Revision

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### 6.4.0 Administrative Travel

#### 6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

#### 6.4.2 DEFINITIONS

**Administrative Travel** is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

**Authorized Persons** include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

**Lowest Logical Cost** is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

#### 6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

#### **6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO**

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

#### **6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)**

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

*Form 420* is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered "personal advances to the traveler" until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

#### **6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)**

*Form 430* is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

#### 6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

#### 6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

##### A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

### **C. COACH CLASS**

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

### **D. UPGRADES**

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

### **E. PREFERRED AIRLINES**

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

### **F. AIRLINE FREQUENT FLYER PROGRAMS**

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

### **G. PREPAID TICKETS**

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

#### **H. DENIED BOARDING COMPENSATION**

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

#### **I. OVERNIGHT DELAYS**

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

#### **J. CANCELLATIONS/UNUSED TICKETS**

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

#### **K. LOST OR STOLEN TICKETS**

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

#### **L. USE OF PRIVATE AIRCRAFT**

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

#### **M. TRAIN TRAVEL**

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

#### **N. GROUND TRANSPORTATION**

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

### **6.4.9 DRIVING ON COMMISSION BUSINESS**

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

#### **6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS**

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

##### **A. VEHICLE SELECTION AND UPGRADES**

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

##### **B. VEHICLE INSPECTION BEFORE DRIVING**

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

## C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

### 6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

#### A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

#### B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.



#### 6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

##### A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

*Form 430* must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

##### B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for "no show" charges unless the traveler was not at fault.

##### C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

**(\*) Travel must be at least 4 hours in total.**

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

*Form 430*, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

#### **6.4.13 INCIDENTAL EXPENSES**

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

***Capital and primary city*** reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

#### **6.4.14 PORTERAGE**

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

#### **6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS**

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

**COMMUNITY DEVELOPMENT COMMISSION**  
**TRAVEL AUTHORIZATION – ADVANCE REQUEST**

Attachment A

TRAVELER \_\_\_\_\_ POSITION \_\_\_\_\_  
 DIVISION \_\_\_\_\_ DEPT/PROJ NO. \_\_\_\_\_  
 DATE LEAVING \_\_\_\_\_ DATE RETURNING \_\_\_\_\_ DESTINATION \_\_\_\_\_  
 DESCRIPTION OF CONFERENCE, MEETING, BUSINESS, ETC. \_\_\_\_\_

**ANTICIPATED COST:**

Registration Fees \_\_\_\_\_ \$ \_\_\_\_\_  
 Meals (\_\_\_\_ days @ \$ \_\_\_\_\_) \_\_\_\_\_  
 Lodging (\_\_\_\_ days @ \$ \_\_\_\_\_) \_\_\_\_\_  
 Transportation \_\_\_\_\_  
 Other (describe) \_\_\_\_\_  
**Total Estimated Cost** \_\_\_\_\_ \$ \_\_\_\_\_

**CHECK REQUEST**

TO TRAVELER: (charge to A/C No. 010-182) \_\_\_\_\_ \$ \_\_\_\_\_  
 FOR REGISTRATION: (charge to Project No. \_\_\_\_\_) \_\_\_\_\_ \$ \_\_\_\_\_

Payee

Address

OTHER: Charge to account \_\_\_\_\_ \$ \_\_\_\_\_

**PURPOSE**

Payee

Address

**TOTAL** \_\_\_\_\_ \$ \_\_\_\_\_

REQUESTED BY:

APPROVED BY:

\_\_\_\_\_  
Traveler\_\_\_\_\_  
Date\_\_\_\_\_  
Division Director\_\_\_\_\_  
Date\_\_\_\_\_  
Executive Director\_\_\_\_\_  
Date

**COMMUNITY DEVELOPMENT COMMISSION**  
**TRAVEL EXPENSE REPORT**

Attachment B

TRAVELER \_\_\_\_\_ DIVISION \_\_\_\_\_

DEPARTURE (Date & Time) \_\_\_\_\_ RETURNED (Date & Time) \_\_\_\_\_

DESTINATION/PURPOSE \_\_\_\_\_

DATE	LOCATION	TRANSPORTATION		LODGING	MEALS	OTHER		REGISTRATION	TOTAL
		TYPE *	COST			TYPE	COST		
TOTALS									

\*TRANSPORTATION: A - Air; TX - Taxi; B - Bus; TS - Train/Subway; CR - Car Rental

**ADVANCES**

DATE	PAYEE	AMOUNT

**SUMMARY**

Total Expenses \_\_\_\_\_ \$ \_\_\_\_\_

Total Advances \_\_\_\_\_ \$ \_\_\_\_\_ ( )

Due Traveler \_\_\_\_\_ \$ \_\_\_\_\_

Due Commission \_\_\_\_\_ \$ \_\_\_\_\_

ATTACH CHECK \_\_\_\_\_

**TOTAL TRAVEL ADVANCE** \$ \_\_\_\_\_

This is to certify that the above expenses, as supported by the attached receipts where applicable, were incurred by the undersigned in connection with an authorized business trip for the Community Development Commission and are chargeable to Project No. \_\_\_\_\_

(Please attach a copy of the **TRAVEL AUTHORIZATION ADVANCE REQUEST**)

\_\_\_\_\_  
 Traveler Date

\_\_\_\_\_  
 Approval Date

\_\_\_\_\_  
 Executive Director Date

FOR FINANCIAL MANAGEMENT USE ONLY	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____



# **ATTACHMENT C**

## **REQUIRED CONTRACT FORMS**

**(Insert all applicable required forms)**



# **ATTACHMENT D**

## **REQUIRED CONTRACT NOTICES**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2009)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice **1015** (Rev. 12-2009)  
Cat. No. 205991

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# *Safely* Surrendered *Baby Law*

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## **Can only a parent bring in the baby?**

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## **Does the parent or surrendering adult have to call before bringing in the baby?**

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## **Does the parent or surrendering adult have to tell anything to the people taking the baby?**

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## **What happens to the baby?**

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## **What happens to the parent or surrendering adult?**

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



# **ATTACHMENT E**

## **Insurance Certificate**



Client#: 1258425

305COMPUMGM

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BB&amp;T Insurance Services</b> <b>of Orange County</b> <b>2400 Katella Ave., Ste. #1100</b> <b>Anaheim, CA 92806</b>	<b>CONTACT NAME:</b> Aide Radilla <b>PHONE (A/C, No, Ext):</b> 714 941-2850 <b>FAX (A/C, No):</b> 877 297-9245 <b>E-MAIL ADDRESS:</b> aradilla@bbandt.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Specialty Insurance Co <b>NAIC #</b> 27154
<b>INSURED</b> <b>Compulink Mgmt Center Inc</b> <b>dba Laserfiche</b> <b>3545 N. Long Beach Blvd. #110</b> <b>Long Beach, CA 90807</b>	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		7110103310007	02/13/2014	02/13/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7110103310007	02/13/2014	02/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7110103310007	02/13/2014	02/13/2015	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	4060200720008	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	<b>Technology Professional Liab</b>			7110103310007	02/13/2014	02/13/2015	Limit: \$5,000,000 Ded. \$50,000 Retro Date: 02/13/2004

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\*\*\*\* SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED \*\*\*\*\*

Certificate holder is included as Additional Insured as respects to General Liability, as required by written contract, per form #VCG207 0709 attached. Worker's Compensation Waiver of Subrogation applies per form #WC 252 04 84 attached, as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Community Development Commission</b> <b>&amp; Housing Authority of</b> <b>the County of Los Angeles</b> <b>700 W. Main St.</b> <b>Alhambra, CA 91801</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"><li>o Work performed by you</li><li>o Premises you own, rent, lease or occupy</li><li>o Equipment you lease</li></ul>	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none"><li>o Borrowed Equipment</li><li>o Customers' Goods</li><li>o Use of Elevators</li></ul>	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

#### 1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.
  - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT
- a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - 1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
    - 2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
    - 3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.
  - b. The insurance provided to the additional insured herein is limited. This insurance does not apply:
    - 1. Unless
      - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
      - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
    - 2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
    - 3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
    - 4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
      - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Supervisory, inspection, architectural or engineering activities.
    - 5. To any:
      - (a) Lessor of equipment after the equipment lease terminates or expires; or
      - (b) Owners or other interests from whom land has been leased; or
      - (c) Managers or lessors of premises if:
        - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
        - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
    - 6. To "bodily injury, or "property damage" occurring after:
      - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
      - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. **AGGREGATE LIMIT PER LOCATION**

- a. Under Section III – **Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under Section V – **Definitions**, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. **BLANKET WAIVER OF SUBROGATION**

Section IV – **Transfer of Rights of Recovery Against Others to Us Condition** is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. **BODILY INJURY REDEFINED – MENTAL ANGUISH**

Under Section V, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. **BROADENED NAMED INSURED**

Section II – **Who Is An Insured** is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a **Named Insured** until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

7. **BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

- a. The **Damage To Property** exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
2. The exclusions for
  - (a) Property loaned to you;
  - (b) Personal property in the care, custody or control of the insured; and
  - (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".

- b. Under Section V – Definitions, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

8. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

- a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and
2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The Expected Or Intended Injury exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS

- a. Under Section II – Who Is An Insured, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

In the Insuring Agreement under Coverage C – Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

- a. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- b. This provision 12. does not apply if Coverage C – Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

13. **MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT**

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

14. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under Section II – Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

15. **NON-OWNED AIRCRAFT**

The Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability does not apply to an aircraft that is:

1. Hired, chartered or loaned with a paid crew; and
  2. Not owned by any insured.
- a. The insurance afforded by this provision 15. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

16. **NON-OWNED WATERCRAFT**

- a. Section II – Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 55 feet.
- c. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

17. **PERSONAL AND ADVERTISING INJURY**

The following exclusions under the definition of "personal and advertising injury" are amended as follows:

a. **Insureds In Media Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs 14 a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

b. **Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or maintains for others.

18. PRODUCT RECALL EXPENSE

With respect to this Provision 18., the Recall Of Products, Work Or Impaired Property exclusion under Coverage A Bodily Injury And Property Damage Liability is deleted.

a. The following is added to Section III - Limits Of Insurance section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
  - (a) Insureds;
  - (b) "Covered recalls" initiated; or
  - (c) Number of "your products" recalled.
2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.
4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
Limits of Insurance	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

b. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit provision under Section IV – Conditions:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

c. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".

2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

#### 19. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under Section I – Coverages, Supplementary Payments – Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

**(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)**

This endorsement, effective on February 25, 2014 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. 406-02-00-72-0008

Endorsement No.

of the Atlantic Specialty Insurance Company  
(NAME OF INSURANCE COMPANY)

issued to COMPULINK MANAGEMENT CENTER INC



Premium (if any) \$

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Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

BLANKET PER SCHEDULE ON FILE WITH COMPANY

# **ATTACHMENT F**

## **Laserfiche End User License Agreement**

## **LASERFICHE SOFTWARE LICENSE AGREEMENT**

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7. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS SUBSIDIARIES, AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COSTS OF RECREATING LOST INFORMATION OR DATA, OR THE COST OF SUBSTITUTE EQUIPMENT OR SOFTWARE PROGRAMS, WHICH MAY BE SUSTAINED BY LICENSEE, OR BE SUSTAINED BY ANY PARTY OTHER THAN LICENSEE; NOR SHALL LASERFICHE OR ITS REPRESENTATIVES BE LIABLE FOR ANY OTHER

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8. ADDITIONAL LIMITATIONS ON DAMAGES. ANY AND ALL DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, OR CLAIM OF NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE ACTUAL AMOUNT LICENSEE OR SUCH THIRD PARTY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE OR THE THIRD PARTY FILES SUIT OR OTHERWISE NOTIFIES LASERFICHE OF AN EXISTING OR POTENTIAL CLAIM AGAINST LASERFICHE, WHICHEVER OCCURS FIRST. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN ONE YEAR AFTER LICENSEE OR THE THIRD PARTY CLAIMANT DISCOVERED OR SHOULD HAVE DISCOVERED THE FACTS WHICH GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO LICENSEE AND ANY SUCH THIRD PARTY DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED IN ADVANCE OR KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES

NOTWITHSTANDING THE FOREGOING LIMITATIONS ON DAMAGES, NONE OF THESE LIMITATIONS OR EXCLUSIONS WILL APPLY TO ANY CLAIM THAT LICENSEE MAY MAKE OR ASSERT AGAINST LASERFICHE'S INSURANCE POLICY THAT LASERFICHE IS REQUIRED BY THE AGREEMENT TO MAINTAIN DURING THE TERM OF THE AGREEMENT.

9. Copyright. The Software and the Documentation are owned by Laserfiche and are protected by United States and other international copyright laws, conventions and treaties. Licensee must treat the Software and Documentation like any other copyrighted material except Licensee may install the Software and the Documentation as expressly authorized by this License Agreement and may retain the original solely for backup or archival purposes. Licensee may copy the Documentation solely for internal, reference purposes, as long as this License Agreement is in effect and the copy includes all trademark and copyright notices set forth on the Documentation, and the use of such copy does not violate or breach any other term or provision of this License Agreement.

10. No Waiver. No failure by Laserfiche to exercise or delay in exercising any right, power, or privilege under this License Agreement will operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise by Laserfiche of any right, power, or privilege under this License Agreement will preclude further exercise of any such right, power or privilege.

11. Severability. If any provision of this License Agreement is adjudicated or held to be

invalid or unenforceable by a court or arbitration panel, the invalid or unenforceable provision will be severed from this License Agreement and will be deemed to have never been a part of this License Agreement. Severance of any invalid or unenforceable provision will not affect the validity or enforceability of the remainder of this License Agreement.

12. Governing Law. This License Agreement is be deemed to have been made in, and will be construed pursuant to the laws of, the State of California, as if all parties were residents of California and this License Agreement was to be wholly performed within the State of California. The parties agree that the United National Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

13. Jurisdiction and Venue. Each party consents to the personal jurisdiction of the California Superior Court and the United States District Court for the Central District of California. All judicial actions and proceedings will be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph does not apply to any agency or official body of the United States of America or any foreign government, or to their respective state, regional and local government bodies and subdivisions if, and to the extent that, it is unenforceable under applicable law.

14. Entire Agreement. This License Agreement, including the License Files, any Readme file included with the Software, and the Documentation, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements, representations, warranties, statements and other communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this License Agreement.

15. Limitation on Actions. Any suit, claim, action or proceeding based on or related to this License Agreement, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by Licensee against Laserfiche or its Representatives within one year after Licensee first discovers, or with reasonable diligence should have discovered, any one or more of the material facts or allegations upon which the action, proceeding or claim is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action or proceeding.

16. U.S. Government Restricted Rights Notice. This Software is provided with restricted rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to the restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software Restricted Rights* clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. Licensee and any end user must not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. The contractor/ manufacturer is Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807, a California corporation dba Laserfiche.

17. Export Restrictions. Licensee acknowledges that the Software and all related technical information, documents, and materials are subject to United States export jurisdiction and controls under the U.S. Export Administration Regulation. Licensee must comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes including, but not limited to, the procurement of required permits, certificates, approvals, and inspections in Licensee's performance of this Agreement. In addition, Licensee must comply with applicable international export laws and regulations. Licensee represents, warrants and certifies that Licensee will (i) comply strictly with all legal requirements, (ii) cooperate fully with Laserfiche in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Software or related technical information, document, or material or direct products to any country restricted by applicable export laws or regulations, as modified from time to time, or to any national or resident of such country, unless Licensee has obtained the prior written authorization of Laserfiche, the U.S. Commerce Department and any other required governmental authority.

18. Captions. The captions used on this License Agreement are for convenience only and are not a part of this License Agreement.

Should Licensee have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write to: **Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.**

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# **ATTACHMENT G**

## **Laserfiche LSAP Terms and Conditions**

## **Laserfiche® Software Assurance Plan (LSAP)**

PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS OF THE LASERFICHE SOFTWARE ASSURANCE PLAN (“LSAP”) BY WHICH COMPULINK MANAGEMENT CENTER, INC., DBA LASERFICHE (“LASERFICHE”) WILL PROVIDE SERVICE, MAINTENANCE AND UPDATES FOR YOUR LASERFICHE SOFTWARE. THIS AGREEMENT IS BETWEEN YOU AND LASERFICHE. BY ACCEPTANCE OF THE LSAP, YOU AGREE TO ACCEPT ALL OF ITS TERMS AND CONDITIONS AS DESCRIBED IN THIS AGREEMENT. HERE ARE THE DETAILS OF YOUR LASERFICHE SOFTWARE ASSURANCE PLAN:

### **Your Software.**

For purposes of this Agreement, the Laserfiche Software covered under this Agreement is described on the Laserfiche Product Registration Card which accompanied your purchase.

**What Your Laserfiche Software Assurance Plan Provides to You.** Your Laserfiche Software Assurance Plan is designed to provide you with the software care and assistance you need to service and maintain your Laserfiche system and to provide you with the updates and “fixes” needed to keep your Laserfiche Software up and running. To accomplish these goals, the Laserfiche Software Assurance Plan provides the following benefits:

- **Hotline support and assistance to help you solve software problems promptly.** Laserfiche technicians are trained to solve your problems by phone or email. By purchasing the Laserfiche Software Assurance Plan, you will be able to handle most, if not all, of the questions and any problems that may arise regarding operation of the software.
- **Feature enhancements to deliver increased productivity.** From time to time, Laserfiche adds features and performance enhancements to an existing version of its software, which are known as “updates.” Updates are enhancements to existing features, which are designed to improve performance and correct any problems discovered in the current version of your Laserfiche Software. LSAP subscribers receive all updates without charge. By way of example, under the LSAP there is no charge for an update of Laserfiche 8.3 to Laserfiche 9.0 or from Laserfiche 9.02 to Laserfiche 9.1.
- **100% credit toward the purchase of new versions of Laserfiche.** Laserfiche periodically publishes new product suites of its Software, which bundle new and exciting features not previously included in the subscriber’s exiting product suite and make significant improvements in system design and architecture, all of which combine to improve performance and capability. Because of the many new features and performance enhancements, the new Laserfiche product suite may be priced higher than the subscriber’s existing one. If an LSAP subscriber



elects to replace its existing Laserfiche Software with a new Laserfiche product suite, the subscriber is entitled to credit 100% of the purchase price of its existing Laserfiche Software toward the purchase of the new Laserfiche product suite. Examples of new product suites would include a subscriber's transition from Laserfiche Team to Laserfiche Avante, or from Laserfiche Avante to Laserfiche Rio. Naturally, Laserfiche can only credit the price the LSAP subscriber actually paid for its current Laserfiche Software against the new product suite. Laserfiche does not credit the subscriber's annual LSAP payments or other interim purchases it may have paid for installation, training, upgrades, ancillary programs, additional professional services and consulting.

- 24-hour FTP and web access to drivers and update files. LSAP subscribers receive free 24-hour FTP access to each new Laserfiche release, as well as updated drivers. By installing all updates and upgrades for your Laserfiche Software, you are assured the best possible performance. The Laserfiche Website also contains more support information and answers to frequently-asked questions.
- Online Support Resources. Your staff receives access to the Laserfiche Support Site, where they'll find the detailed technical information that helps them optimize system performance and maximize uptime, as well as integrate your document repository with your organization's other line-of-business applications.
- The latest hotfixes, updates and patches. These critical items ensure that your Laserfiche system continues to operate at peak efficiency.
- Laserfiche user education programs. You will be updated regularly via our website about our extensive array of user education programs, including Regional Training sessions closer to you. All Premium LSAP subscribers will be entitled to preferred pricing and priority seating when they attend our user education programs and our annual Laserfiche Institute Conference.
- Monthly newsletters and technical updates to keep you current on the latest system and records developments. LSAP subscribers receive monthly newsletters and technical bulletins to keep you informed on how to maximize the benefits of your Laserfiche Software
- Preventative maintenance with optional on-site support. We offer additional on-site service and support plans to provide routine maintenance visits. Depending on the complexity and sophistication of your entire hardware and software needs, we may suggest a scheduled preventative maintenance program to eliminate cumulative problems that would otherwise go unnoticed by everyday users. We can also

arrange for ongoing in-house training to improve the benefits of the Laserfiche system for current and new staff.

Laserfiche Will Provide the Assistance You Need. Laserfiche will provide you with a telephone number and email address to contact us whenever you need assistance with your Laserfiche Software. To better assist your reseller in serving you, we suggest you do the following:

- Prepare for the call. You should be prepared to describe any hardware on which your Laserfiche Software is installed, including the manufacturer's model numbers.
- Explain your problem clearly. Let us know exactly what the error was; what you were doing immediately before the error occurred; whether by repeating the steps leading to the error, you encounter the same problem; the exact wording of any error message; and what efforts you have already taken to solve the problem.
- Hours of support. The LSG Helpdesk is available on Monday through Friday from 6 AM to 6 PM Pacific Time. Online chat support is available Sunday through Friday from 6 PM to 6 PM Pacific Time (except between 2 AM and 6 AM). Access to Laserfiche's knowledgebase articles, software downloads and the support forum is available 24/7.
- Service Levels. With basic support, the LSG helpdesk guarantees a 4-hour response time, although more than 90% of calls are answered live and most issues are resolved on the first call. All support cases are logged in a case management system, assigned a unique case number and categorized according to severity and priority. Customers are able to subscribe to cases so that they are kept abreast of all work being done. The escalation path for support cases is LSG Helpdesk -> PSG Technical Engineer (the engineer who originally worked on the project) -> Laserfiche Technical Support -> Laserfiche QA -> Laserfiche Development. There is a dedicated escalation team that manages cases through the escalation process and tracks all communications with the subscriber.
- VIP Services. Any additional services that are not already included with your LSAP will be billed at Laserfiche's customary professional services rates, unless your agreement specifies a different rate. However, when your Laserfiche system is moved into production, most Laserfiche customers prefer to purchase a VIP Services package that offers a bundle of prepaid services hours at a discounted rate to avoid the need for a work order, purchase order, and invoice process for smaller items.

You may renew your LSAP annually. Your LSAP commences on the date shown on your LSAP Product Registration Card, which Laserfiche has provided you, and your benefits continue for a year after the commencement date. Laserfiche believes that its Laserfiche Software Assurance Plan is an essential component of your system, and that the LSAP offers real value to the subscriber. Consequently, Laserfiche urges you to renew your LSAP annually. Laserfiche will contact you at least 30 days in advance of the expiration date of your LSAP to assist you in renewing your LSAP and thereby avoid any inadvertent gaps in coverage.

You may transfer your Laserfiche Software Assurance Plan. You are entitled to transfer your LSAP to someone who purchases the computer hardware on which your entire Laserfiche Software is installed, provided that you strictly comply with all the conditions of this paragraph. To do so, you must notify us, in writing, of the name, address and telephone number of the proposed transferee. We will give you further information regarding how to give notice of transfer if you later seek to do so. In case of transfer of the LSAP, your transferee will be subject to all of the terms and conditions of this Agreement. However, please note that, if your transferee is outside of our service coverage, Laserfiche may charge a fee to provide if remote service responses are not available. If there is no authorized Laserfiche technician in the immediate vicinity of your transferee's place of business, Laserfiche may, in its sole and absolute discretion, refuse to authorize the transfer. No transfer will be valid unless approved by Laserfiche in writing.

**LIMITED WARRANTY; DISCLAIMER. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE OBLIGATIONS OF LASERFICHE UNDER THE LASERFICHE SOFTWARE ASSURANCE PLAN, AND SUPERSEDES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTIES AND PROMISES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. LASERFICHE DOES NOT WARRANT THE ERROR-FREE OPERATION OF LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, LASERFICHE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND SERVICES.**

**LIMITATION OF LIABILITY AND DAMAGES. THE LIABILITY OF LASERFICHE AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, SUPPLIERS AND RESELLERS (COLLECTIVELY, "REPRESENTATIVES") FOR ANY DAMAGES OR INJURIES SUFFERED BY YOU, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO LASERFICHE FOR THIS LSAP. UNDER NO CIRCUMSTANCES SHALL LASERFICHE OR ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS. NO ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS**

**REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS WHICH GAVE RISE TO THE CAUSE OF ACTION.**

The limitations of damages or liability set forth in this Agreement are fundamental elements of the basis of the bargain between Laserfiche and you. You acknowledge and agree that Laserfiche would not be able to provide this product on an economic basis without such limitations.

**OTHER TERMS AND CONDITIONS.**

**Scope of Agreement.** If any provision of this Agreement is found to be unlawful, void, or unenforceable, that provision shall be severed from this Agreement and will not affect the validity and enforceability of any of its remaining provisions. This Agreement does not limit any rights that Laserfiche may have under trade secret, copyright, patent or other laws. Laserfiche's resellers, dealers and distributors are not authorized to modify this Agreement, or to make any additional representations, commitments, or warranties binding on Laserfiche.

**Limitation on Scope of Benefits.** This Agreement extends only to original purchasers of the LSAP and to any transferee authorized by Laserfiche and who has complied with all transfer requirements of this Agreement. This Agreement extends only to the uses for which the Laserfiche Software was designed. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Services necessitated by alterations, additions or deletions, adjustments, or repairs by anyone other than Laserfiche or its authorized Representatives, and services which are necessary due to defects or problems in your hardware on non-Laserfiche Software specifically excluded. Laserfiche is not obligated to service or repair any system or component which has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of your hardware or Laserfiche Software, (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, (iii) failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning), (iv) abuse or excessive wear and tear, (v) the loading of software, software configurations or any data files, worms or viruses which may corrupt your Laserfiche Software, or (vi) the moving of your system from one geographic location to another or from one purchaser or entity to another.

**Assignment.** Laserfiche reserves the right to assign its obligations to perform the terms and conditions of this Agreement to a qualified third party designated by Laserfiche. In that event, you agree to look solely to Laserfiche's designee for performance of Laserfiche's obligations under this Agreement.

**Exclusive Agreement.** This Agreement contains the sole and exclusive agreement between you and Laserfiche relating to its subject matter. It shall not be modified or amended in any way by any purchase order or other document issued by you, but may

be amended only by a writing signed by both you and Laserfiche and specifically referring to it.

Additional Services. With regard to any services that are not within the scope of services under this Agreement, it will be within Laserfiche's discretion whether to perform the services, and, if Laserfiche elects to perform the services, the services will be subject to an additional charge to be paid by you.

Important Notice. Before requesting services, it is your responsibility to back up the software and data on your system's hard disk drive and on any other storage device(s) in the system. Under no circumstances shall Laserfiche be responsible for any loss of any software or data.

Force Majeure. Laserfiche is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Laserfiche's ability to render repair services is impaired by you or circumstances beyond Laserfiche's control, Laserfiche may terminate this Agreement.

Law; Jurisdiction. This Agreement will be governed and construed by the laws of the State of California. The headings are for convenience only and are not to be used to interpret this Agreement. All disputes between you and Laserfiche shall be litigated in the state and federal courts located in Los Angeles County, California; and you consent to jurisdiction of the courts located in the State of California over all disputes between you and Laserfiche.

Contact Us. Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

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